

**AGENDA**  
**TRANSPORTATION BENEFIT DISTRICT**  
**Board Meeting**  
March 12, 2009 - 6:30 p.m.

CALL TO ORDER - Chair Kaplan

ROLL CALL

APPROVAL OF MINUTES

Minutes of February 12, 2009

COMMENTS FROM THE PUBLIC

OLD BUSINESS

1. Inter-local agreement between the TBD and the City

NEW BUSINESS

1. 2009 TBD expenditures
2. Inter-local agreement between the TBD and WCIA
3. Discussion of DOL contract with TBD

NEXT MEETING DATE

To be determined.

ADJOURNMENT

As allowed by law, the Board may add and take action on items not listed on the agenda.



**PRELIMINARY**  
REGULAR MEETING DES MOINES TRANSPORTATION BENEFIT DISTRICT

MINUTES

February 12, 2009

The regular meeting of the Transportation Benefit District Board was called to order at 6:32 p.m. by Chair Kaplan, in the Council Chambers, 21630 11<sup>th</sup> Avenue South, #B.

ROLL CALL - Present: Chair Dave Kaplan, Boardmembers Ed Pina, Bob Sheckler, Dan Sherman, Scott Thomasson and Susan White. Absent: Vice Chair Carmen Scott (excused later in the meeting). Also in attendance were Executive Director Tony Piasecki, Assistant City Attorney Susan Mahoney, Associate Transportation Engineer Brandon Carver and City Clerk Denis Staab.

APPROVAL OF MINUTES

**MOTION** was made by Boardmember Pina, seconded by Boardmember Thomasson and passed unanimously, to approve the minutes of January 15, 2009.

OLD BUSINESS

Update from DOL Discussions

Associate Transportation Engineer Carver reported listening in on a conference call with the Dept. of Licensing and it appears it will work for them to administer the fee using the Dept. of Revenue's Sale Tax Code that fits the City's boundary. He highlighted key points as follows:

- Each Transportation Benefit District Board will be asked to sign a contract with DOL for the collection of the fees.
- Each Benefit District will be responsible for updating their information with the Dept. of Revenue quarterly.
- Each Benefit District will be responsible to process and issue any refunds that may be due resulting from any questionable taxation. It is DOL's job to bill the fee but if there is a questionable taxation based on address, or an exempt vehicle, it will be up to the District's to issue the refund.
- Each Benefit District must be the point of contact for citizens who have questions about the tax. A message will be printed on the renewal notice that is specific to each District, providing a phone number to call.

He informed the Board that DOL is estimating the cost to be about \$70,000 to use the Dept. of Revenue's information to update their information, which cost they will absorb. However, they are asking each Benefit District to pay \$1,000, one time only charge, for the printing change. There also is a 1% cap on Administrative charges that they will take off the top of the taxes collected. The taxes collected will be sent to the office of the State Treasurer where they will be certified and then the Board will receive a monthly check. He informed the Board that DOL is still looking at September 2009 as the first renewal that will have the additional fee.

Chair Kaplan questioned whether DOL acknowledged receipt of the Executive Director's letter. Associate Transportation Engineer Carver responded they did not.

It was determined that the City Attorney should follow up with the Attorney General's office and staff should follow up with DOL to request acknowledgement of letter advising that Des Moines expects to receive revenues beginning in July 2009.

Chair Kaplan noted if the Board needs to pay the \$1,000, but has not collected any fees yet, he questioned where are the funds to pay going to come from.

Executive Director Piasecki noted the City could lend the funds, however staff does not see where DOL has the authority to assess any fees other than the 1% Administrative cost. He suggested we confirm with other cities that they agree and together tell DOL we are not paying the \$1,000.

Chair Kaplan asked if the Board will need to approve their own expenditures and Executive Director Piasecki replied that he believes so. Chair Kaplan then questioned whether this will require the Board's own checks. Executive Director Piasecki noted this will be covered more in the next agenda item, but noted the Board will definitely have their own account.

## NEW BUSINESS

### Inter-local Agreement Between the TBD and the City.

The Board proceeded to review the Draft Interlocal with the following comments:

#### Article I Termination:

Automatic one year renewal, unless it is terminated - Consensus

#### Article II, 4<sup>th</sup> paragraph:

Boardmember Sherman felt there should be no charge from the City as the Board is providing funds to the City for projects.

Assistant City Attorney Mahoney advised that not paying would be considered an unauthorized gift of public funds. So there has to be an accounting and billing.

Chair Kaplan expressed the concern that if equal obligations are made relative to contributions, then he would object. He sees the costs as being marginal and not large.

Executive Director Piasecki suggested arriving at a billable rate for the direct work that City employees will be doing, and that would include an overhead rate that includes his time, City Attorney's time, vehicle and computer replacement costs, etc.

Boardmember Thomasson noted the agreement is structured so that the District is giving the City \$420,000 and the City is giving back limited services, he questioned how that would be a gifting of public funds? This is similar to staff time to support activities at the Marina or the Farmer's Market.

Executive Director Piasecki advised he will have the City Attorney provide a more formal legal opinion, keeping in mind member Thomasson's statement. He also noted he will check on how other cities are handling the issue.

#### Article III Liability

Executive Director Piasecki reported staff will approach WCIA asking them to provide liability insurance for the District for things that the District might do or decisions the Board makes. He stated we do not want any claims held against the City, this would also include individual Boardmembers. He confirmed the District meets the criteria to join WCIA, but



cannot be named insured under the City of Des Moines, as the Board is a separate entity. He noted the Board will be insured as a "class 5" for special districts and the minimum assessment is \$5,000 a year.

Chair Kaplan questioned whether the Transportation Benefit Districts could form a group and insure through WCIA in that manner, as a way to reduce costs to all the Districts. Executive Director Piasecki noted he will have to check on this and will report back. He also stated he will check on the \$5,000 fee to determine if that is appropriate.

#### Article II

Boardmember Sherman suggested just stating "that in exchange for the City being the sole beneficiary of these funds, they will provide administrative services." This would make it clear what the District is giving to the City and that we get something in exchange.

Chair Kaplan felt the problem is the Board tells the City which projects they have to spend the money on, therefore there are strings attached.

#### Article IV Reimbursement

Executive Director Piasecki explained the City will have to do the work as authorized by the District first and then bill the District for payment.

Boardmember Thomasson commented that he thought reimbursement would only pertain to administrative services as talked about in Article II, as opposed to being the way the District actually disburses the bulk of the money to the City. He felt if this agreement is the larger picture it needs to say a whole lot more in Article II and IV.

Executive Director Piasecki noted that Article II could contain a summary of the type of projects the City will be doing on behalf of the District. Also add a clause that says every year November/December for the following calendar year, the District shall detail out an agreement with the City saying these are the things you are going to do for us next year.

Consensus was it should be established that the District has approved a project list in advance, turn the revenues over once a year in conjunction with the Budget, authorize the transfer of revenues to cover the expenditures, and then it is a done deal. It should also state that the City is not authorized to do any additional work beyond what is authorized by the District. Executive Director Piasecki added that in addition at least quarterly City staff should be providing a written report to the District Board saying "here is how much money is coming in and whether it is above or below estimates, then if there is any corrective action that needs to be taken, the Board can meet to do that.

Boardmember Thomasson felt ideally we should go through the budget and pick those projects that qualify and match the funds available. He noted that should the Attorney say that the City needs to bill for Administrative Services that would be the only thing he sees that would be reimbursed, the rest is a disbursement from the Board to the City with an annual report that tells how the money was spent. This would be in lieu of the City sending the District a monthly billing.

Boardmember Thomasson also questioned whether the Board should establish a reserve amount that the would be used for the insurance bill and other operating costs that might come up.

Executive Director Piasecki stated the comments made tonight will be incorporated into another draft agreement that will come back to the Board at its next meeting.

Excused Absence

**MOTION** was made by Boardmember Sherman, seconded and passed unanimously, to excuse Vice Chair Scott.

NEXT MEETING DATE

Chair Kaplan noted the next regular meeting will be March 12, 2009, at 6:30 p.m.

ADJOURNMENT

At 7:16 p.m. Chair Kaplan declared the meeting adjourned.

Respectfully submitted,

Denis Staab  
Board Clerk

# A G E N D A   I T E M

## BUSINESS OF THE DES MOINES TRANSPORTATION BENEFIT DISTRICT BOARD

### OLD BUSINESS ITEM No. 1

#### Purpose:

The purpose of this item is to enter into an inter-local agreement with the City of Des Moines for Transportation related benefits. The TBD will provide to the City of Des Moines all funding received from any and all lawful sources which the TBD in its sole discretion may levy for the purpose of preserving and maintaining Des Moines arterial streets and related infrastructure.

#### Suggested Motion:

Motion: "I move to approve the Inter-local agreement between the City of Des Moines, Washington and the Des Moines Transportation Benefit District."

#### Background:

The Des Moines Transportation Benefit District has been constituted in accordance with state law to provide a source of funding for the maintenance and preservation of streets and related infrastructure within the City limits of the City of Des Moines. The TBD has no employees and its officers are either City Council Members serving in an ex officio capacity or are City employees designated to serve under the provisions of state law and therefore needs to enter into an inter-local agreement with the City. As a part of the agreement, the City will provide all staff necessary related support to the TBD.

#### Recommendation:

Approve suggested motion



**AN INTERLOCAL AGREEMENT BETWEEN  
THE CITY OF DES MOINES, WASHINGTON, AND  
THE DES MOINES TRANSPORTATION BENEFIT DISTRICT**

This agreement between the City of Des Moines, Washington ("Des Moines"), and the Des Moines Transportation Benefit District ("TBD"), each of whom is organized as a Municipal Corporation under the laws of the state of Washington, is dated this \_\_\_\_ day of \_\_\_\_\_, 2009.

WHEREAS, Chapter 39.34 RCW (Interlocal Cooperation Act) permits local governmental units to make the most efficient use of their powers by enabling them to cooperate on the basis of mutual advantage;

WHEREAS, Des Moines is empowered to operate, maintain, construct, and reconstruct, public street infrastructure within its city limits in accordance with the powers granted pursuant to RCW 35A.11.020 and Chapter 35A.47 RCW;

WHEREAS, pursuant to Ordinance No. 1447, the TBD was created to provide adequate funding for ongoing transportation improvements that preserve, maintain and, as appropriate, construct or reconstruct the existing transportation infrastructure of the City of Des Moines consistent with Chapter 36.73 RCW;

WHEREAS, Des Moines and the TBD desire to better coordinate their efforts in order to pursue their individual, joint and mutual rights and obligations to maintain and preserve streets and related transportation infrastructure within the City of Des Moines; NOW, THEREFORE,

The parties have entered into this agreement in consideration of the mutual benefits to be derived and to coordinate their efforts through the structure provided by the Interlocal Cooperation Act.

1. Purpose and Interpretation. The City of Des Moines is empowered by Title 35A to construct, reconstruct, maintain and preserve City streets and other related public infrastructure either by contract or through the use of City forces. The TBD has been constituted in accordance with state law to provide a source of funding for the maintenance and preservation of streets and related infrastructure within the City limits of the City of Des Moines. The TBD has no employees and its officers are either City Council Members serving in an ex officio capacity or are City employees designated to serve under the provisions of state law. In order to make the most efficient use of public monies, to avoid duplication of effort and to coordinate their efforts, the parties have entered into this agreement. In the event of ambiguity or the need for guidance arises, this agreement shall be interpreted in accordance with the provisions of Des Moines City Ordinance No. 1447, Chapter 36.73 RCW, and the provisions of the Governmental Accounting Act and RCW 43.09.210 as the same exists or shall hereafter be amended. In the event that any provision of this agreement is held to be in conflict with existing state statute or any future amendment thereof, such provisions shall be severable, and the remaining provisions of this agreement shall remain in full force and effect.

2. Obligations of the TBD. In accordance with the requirements of Chapter 36.73 RCW, Ordinance No. 1447, the Transportation Benefit District agrees to:

2.1 Provide to the City of Des Moines all funding received from any and all lawful sources which the TBD in its sole discretion may levy for the purpose of preserving and maintaining Des Moines streets and related infrastructure.

2.2 Continue the annual provision of funding for street preservation and maintenance so long as the TBD remains in existence. Such funding shall be in accordance with and limited by the provisions of Ordinance No. 1447 and Chapter 36.73 RCW. By way of illustration and not limitation:

2.2.1 The TBD shall hold public hearings prior to levying any charge, tax or fee and shall levy any charge, tax or fee only in accordance with law and ordinance.

2.2.2 Develop an annual work plan and designate street maintenance and preservation projects within Des Moines for funding.

2.2.3 Pursuant to a material change policy adopted pursuant to the requirements of RCW 36.73.160(1), the TBD shall consider at a minimum the impacts and appropriate remedies if transportation improvements contained in its annual plan exceed its original cost by more than 20%. The TBD shall consider the input from public hearings and other sources at it determines how such cost changes should be resolved. The obligations of this agreement shall be interpreted and applied in a manner consistent with this adopted policy.

3. Undertakings of Des Moines. Des Moines shall:

3.1 Provide all staff and necessary related support to the TBD. The costs of such support shall be accounted for as a part of the City's annual report to the District. TBD funding shall first be applied to the reasonable charges incurred in establishing and staffing the TBD. Annual services provided may include the services provided by the City Attorney, the City Clerk when serving as the Clerk of the TBD, the City's Finance Director when serving as its Treasurer, and any associated costs, including but not limited to the preparation of an annual work plan, reporting, advertising, design, contracting, construction management, accounting, and any and all other actual charges associated with the proper application of TBD funding to the preservation and maintenance of City streets and infrastructure in accordance with law and ordinance. In consideration of the benefits derived by Des Moines, overhead charges such as utilities, information technology, office supplies, and equipment shall be a contribution of Des Moines to the parties joint goals and objectives and need not be directly charged to the TBD.

3.2 Maintain for the period established by the State Archivist retention schedule, financial records, kept in accordance with generally accepted accounting practice and governmental accounting requirements, as necessary to document that any and all funding received through the TBD is used only for the maintenance and preservation of City streets and infrastructure in accordance with law and ordinance.

3.3 Utilize all funding provided for street maintenance and preservation projects shown on the TBD's annual work plan in accordance with the TBD's material charge policy law and ordinance.

4. Ownership. Streets and related transportation infrastructure preserved and maintained with TBD funds are and shall remain the property of the City of Des Moines. No joint property ownership is contemplated under the terms of this agreement.

5. No Joint Board. No provision is made for a joint board. The TBD shall exercise its function in accordance with the applicable statute, using staff as provided by the City of Des Moines, pursuant to this agreement.

6. No Indemnity. No indemnification is provided by this agreement. The parties agree to bear their respective liability for any acts or omissions resulting under this agreement as the same shall be determined under the laws of the state of Washington or any mutually approved settlement agreement.

7. Termination. This agreement shall terminate or expire as follows:

7.1 This agreement may be terminated by either party upon the provision of three hundred and sixty-five (365) calendar days notice. A final reconciliation of costs, payment, and a current report of completed activities shall be completed by Des Moines within such period following the notice by either party.

7.2 Unless sooner terminated by either party, this agreement shall expire on the date when the District is automatically dissolved with accordance with provisions of Ordinance No. 1447, as the same exists or is hereafter amended.

8. Effective Date. This agreement shall be effective when listed by subject on the City of Des Moines' website or other electronically retrievable public source.

IN WITNESS WHEREOF, the parties have executed this agreement on the date first written above.

CITY OF DES MOINES

DES MOINES TRANSPORTATION  
BENEFIT DISTRICT

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Robert Sheckler, Mayor

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David Kaplan, Chair



ATTEST

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Denis Staab, City Clerk

APPROVED AS TO FORM

\_\_\_\_\_  
Pat Bosmans, City Attorney

ATTEST

\_\_\_\_\_  
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APPROVED AS TO FORM

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# A G E N D A   I T E M

## BUSINESS OF THE DES MOINES TRANSPORTATION BENEFIT DISTRICT BOARD

### NEW BUSINESS ITEM No. 1

#### Purpose:

The purpose of this item is to seek authorization from the TBD on the eligible expenditures for 2009, from the City of Des Moines Street Fund.

#### Suggested Motion:

**Motion:** "I move to approve the Transportation Benefit District attached expenditure list of for 2009, subject to available funds."

#### Background:

The Des Moines Transportation Benefit District has been constituted in accordance with state law to provide a source of funding for the maintenance and preservation of streets and related infrastructure within the City limits of the City of Des Moines. The TBD is required to adopt a list of transportation related expenses for the purpose of preserving and maintaining the City's transportation infrastructure in order to protect the City's long-term investments in that infrastructure, to reduce the risk of transportation facility failures and improve safety, to continue optimal performance of the infrastructure over time, and to avoid more expensive infrastructure replacements in the future.

The preliminary list of expenditures was discussed with the Board on January 15, 2009.

The TBD expenditures for preservation and maintenance must be used in a way to address congestion. Congestion within the boundary of the TBD generally occurs on Arterial Streets. Approximately 26% of the City's streets are considered to be arterial streets. Therefore, with a few exceptions, 26% of the expenditures from the City's Street Fund are eligible for TBD funding.

#### Recommendation:

Approve suggested motion



# BUDGET NARRATIVE

2009

26%

FUND: CITY STREETS  
DEPARTMENT: PLANNING, BUILDING AND PUBLIC WORKS

Account No.	Title	Narrative	Departmental Request	New Request	Executive Amendment	Adopted	TBD Eligible Percentage	TBD Eligible Expenditure
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## TRANSPORTATION

101.100.002.542.30.00.00

### ROAD AND STREET MAINTENANCE

This is for ongoing maintenance of roads and streets.

### ROADWAY

This roadway section itemizes road and shoulder repairs, such as grading, graveling, and pothole patching.

542.30.31

Operating Supplies

This accounts for hot mix, cold mix, tack coat, tar, gravel, and pit run.

\$ 16,000 \$ 9,000 \$ 16,000 \$ 16,000 26% \$ 4,160

542.30.48

Repair and Maintenance Contract Services

This funds larger patches and maintenance of city streets that are too large for the city's crews to do. Many areas on city streets need repair patching because of emergencies such as flooding, slides, and sinkholes.

\$ 25,000 \$ 25,000 \$ 25,000 100% \$ 25,000

Bridge Repairs and Maintenance

These funds are used for general repairs and routine maintenance needs that are identified as part of the required WSDOT bridge inspection program.

\$ 10,000 \$ - \$ 10,000 \$ 10,000 100% \$ 10,000

### TOTAL ROADWAY

\$ 51,000 \$ 9,000 \$ 51,000 \$ 51,000 \$ 39,160

# BUDGET NARRATIVE

2009

26%

FUND: CITY STREETS  
DEPARTMENT: PLANNING, BUILDING AND PUBLIC WORKS

Account No.	Title	Narrative	Departmental Request	New Request	Executive Amendment	Adopted	TBD Eligible Percentage	TBD Eligible Expenditure
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## TRANSPORTATION

101.200.002.542.60.00.00 TRAFFIC AND PEDESTRIAN SERVICE

This is for the cost of operation and maintenance of roadway facilities and services thereto.

### Sidewalks

Operating Supplies  
This provides for materials for general repair and maintenance of existing sidewalks and walkways, including concrete, form building materials, etc.

#### Total Sidewalks

### Street Lighting

This pays for electricity for all street lights in the city and additional lights that may be installed.

542.63.47.01 Street Lighting Operation and maintenance costs for street lights

#### Total Street Lighting

			\$ 2,000	\$ -	\$ 2,000	\$ 2,000	0%	\$ -
			\$ 260,000	\$ -	\$ 260,000	\$ 260,000	0%	\$ -
			\$ 260,000	\$ -	\$ 260,000	\$ 260,000		\$ -

# BUDGET NARRATIVE

2009

26%

FUND: CITY STREETS  
DEPARTMENT: PLANNING, BUILDING AND PUBLIC WORKS

Account No.	Title	Narrative	Departmental Request	New Request	Executive Amendment	Adopted	TBD Eligible Percentage	TBD Eligible Expenditure
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## TRANSPORTATION

101.300.002.542.64.00.00 Traffic Control Devices

This is for the cost of replacing street signs, painting crosswalks, guardrails, stop light maintenance, etc.

542.64.31	Office and Operating Supplies and general repair and maintenance of traffic control devices.		\$ 20,000	\$ 10,000	\$ 20,000	\$ 20,000	100%	\$ 20,000
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542.64.31.18	Sign Change Out Program		\$ 12,000		\$ 12,000	\$ 12,000	100%	\$ 12,000
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542.64.47.01	Electricity	This pays for electricity for traffic control devices.	\$ 14,000		\$ 14,000	\$ 14,000	100%	\$ 14,000
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542.64.48.00	Repair and Maintenance	This provides for hiring contractors to install buttons, complete annual striping, etc., on portions of roadway that are too large for City crews to reasonably complete. It also includes striping and installation of thermal plastic arrows, stop bars, and crosswalks on State routes	\$ 16,000	\$ 9,000	\$ 16,000	\$ 16,000	100%	\$ 16,000
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542.64.48.03	WSDOT Contract	This item funds a contract with Washington State Department of Transportation (WSDOT) for signal maintenance.	\$ 60,000		\$ 60,000	\$ 60,000	100%	\$ 60,000
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Total Traffic Control Devices

			\$ 122,000	\$ 19,000	\$ 122,000	\$ 122,000		\$ 122,000
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## 26%

26%

Account No	Title	Narrative	Departmental Request	New Request	Executive Amendment	TBD Adopted	TBD Eligible Percentage	TBD Eligible Expenditure
<b>TRANSPORTATION</b>								
101,400,002,542,66,00.00	Snow and Ice Control	Snow and Ice Control						
		Contingency account for snow and ice removal and sanding of streets.						
542,66,31	Office and Operating Supplies	Provides for purchase of sand and salt.	\$ 2,600	\$ 1,400	\$ 2,600	\$ 2,600	100%	\$ 2,600
	Total Snow and Ice Control		\$ 2,600	\$ 1,400	\$ 2,600	\$ 2,600		\$ 2,600
101,600,002,542,71,00.00	ROADSIDE	Cost of maintaining the portion of right-of-way beyond the outside edge of the curb when no shoulder exists, also includes temporary signs and traffic control during maintenance.						
542,71,31	Operating Supplies	Provides for purchase of soil sterilizer and other miscellaneous materials to be used to reduce vegetation growth on shoulders.	\$ 1,020		\$ 1,020	\$ 1,020	26%	\$ 265
542,71,35	Small Tools and Equipment	Mower blades, saws, pruners, and other small hand tools. Purchase of string trimmers to replace old worn out units.	\$ 2,550		\$ 2,550	\$ 2,550	26%	\$ 663
542,71,48	Repair and Maintenance	Provides for pruning and removal of trees too large for city crews to remove, also includes repairs and maintenance for weed eaters, chainsaws and pruners. Additional funds have been requested to remove dead elm trees on DMMD. The trees have created a safety hazard for private property adjacent to the road.	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	26%	\$ 2,600



# BUDGET NARRATIVE

2009

26%

FUND: CITY STREETS  
DEPARTMENT: PLANNING, BUILDING AND PUBLIC WORKS

Account No.	Title	Narrative	Departmental Request	New Request	Executive Amendment	Adopted	TBD Eligible Percentage	TBD Eligible Expenditure
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## TRANSPORTATION

These funds are used for general maintenance of specific landscaped areas within the city. Provides for irrigation and vegetation maintenance, utility costs associated with irrigation system, fertilizers and weed control, and plant replacement. These funds also cover cost of traffic control required for work within medians. The maintenance services will be provided by City staff and DOC. Additional staff is required to support streetscape maintenance activities.

542.71.48.05

Median Maintenance

\$	10,000	\$	10,000	\$	10,000	26%	\$	2,600
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## TOTAL ROADSIDE

\$	23,570	\$	10,000	\$	23,570	\$	23,570	\$	6,128
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101.700.002.542.75.00.00

## LITTER CLEANUP

Provides funds for dumping litter and trash at county transfer station and Cedar Hills Landfill, and for dumping asphalt debris and other construction-related debris items at recycling locations.

542.75.47.07

Dumping Fees

\$	800	\$	800	\$	800	26%	\$	208
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542.75.47.08

Wood Recycling

## TOTAL LITTER CLEANUP

\$	350	\$	350	\$	350	26%	\$	91	
\$	1,150	\$	-	\$	1,150	\$	1,150	\$	299

101.900.002.542.90.00.00

## MAINTENANCE ADMINISTRATION

Supervisory operations, also includes general services and supplies for maintenance.

542.90.10

Salaries & Wages

0.40 FTE PW & Parks Maint Superintendent

\$	32,414	\$	4,344	\$	32,414	26%	\$	8,428
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542.90.20

Personnel Benefits

Benefits for Maintenance Administration

\$	11,955	\$	661	\$	11,955	26%	\$	3,108
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# BUDGET NARRATIVE

2009

26%

FUND: CITY STREETS  
DEPARTMENT: PLANNING, BUILDING AND PUBLIC WORKS

Account No.	Title	Narrative	Departmental Request	New Request	Executive Amendment	Adopted	TBD Eligible Percentage	TBD Eligible Expenditure
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## TRANSPORTATION

542.90.20.90	Employee Med Contribution	Employee's share of health insurance premium cost for spouse and/or dependents.	\$ (253)	\$ -	\$ (253)	\$ (253)	26%	\$ (66)
542.90.21	Uniforms	Provides for uniforms for the Maintenance Superintendent.	\$ 250	\$ -	\$ 250	\$ 250	26%	\$ 65
542.90.31	Operating Supplies	Provides for general office supplies, forms, paper, etc. It also includes general safety supplies such as barricades, warning signs, vests, hardhats, and other supplies of general maintenance administration nature that are not budgeted elsewhere.	\$ 7,000	\$ -	\$ 7,000	\$ 7,000	26%	\$ 1,820
542.90.32	Fuel	Provides for fuel for all Public Works vehicles. Propane from Marina Unleaded Fuel Diesel Fuel Outside Fuel Sales	\$ 16,216	\$ -	\$ 12,864	\$ 12,864	26%	\$ 3,345
542.90.35	Small Tools	This provides for the purchase of hand tools such as power drills, saws, etc.	\$ 2,760	\$ -	\$ 2,760	\$ 2,760	26%	\$ 718
542.90.35.90	Small Eqp>\$1,000<\$5000		\$ 4,000	\$ 1,000	\$ 4,000	\$ 4,000	26%	\$ 1,040
542.90.41	Professional Services	Department of Transportation physical exams, required every two years for employees with CDL endorsement on their driver's license.	\$ 500	\$ -	\$ 500	\$ 500	100%	\$ 500
542.90.41.02	Janitorial Services	Streets portion of janitorial services for Public Works/Parks Service Center (35%) and Public Works Engineering Building (20%).	\$ 3,270	\$ -	\$ 3,270	\$ 3,270	26%	\$ 850

## 26%

26%

Account No.	Title	Narrative	Departmental Request	New Request	Executive Amendment	Adopted	TBD Eligible Percentage	TBD Eligible Expenditure
<b>TRANSPORTATION</b>								
542.90.42	Communications	Public Works portion of telephone service. Also, includes annual fees for underground locations center printer.	\$ 4,450		\$ 4,450	\$ 4,450	26%	\$ 1,157
		Telephone Lines			\$ 2,210			
		Long Distance			\$ 50			
		Cell Phones/Pagers			\$ 450			
		Underground Locator Line Ser.			\$ 1,740			
					<u>\$ 4,450</u>			
542.90.43	Travel Expenses	Travel expenses for conferences, schools, and seminars.	\$ 100		\$ 52	\$ 52	26%	\$ 14
542.90.44	Advertising	Provides for job advertisements and bid notices.	\$ 1,000		\$ 1,000	\$ 1,000	26%	\$ 260
542.90.45	Operating Leases and Rentals	This provides for equipment needed for emergencies and to replace equipment that is down for repair or that the city does not own.	\$ 3,000		\$ 3,000	\$ 3,000	26%	\$ 780
542.90.47	Utility Services	Provides for the Public Works portion of utilities for the Public Works Service Center(35%) and Public Works Bldg(20%)	\$ 13,955		\$ 13,955	\$ 13,955	26%	\$ 3,628
		Electricity			\$ 8,280			
		Water			\$ 603			
		Sewer			\$ 286			
		SWM			\$ 4,096			
		Natural Gas			\$ 690			
					<u>\$ 13,955</u>			
542.90.48	Repair & Maint	Provides for contracted maintenance work.	\$ -		\$ -	\$ -	26%	\$ -
542.90.49	Miscellaneous	Miscellaneous items that cannot be assigned to other categories in maintenance administration.	\$ 1,000	\$ 500	\$ 1,000	\$ 1,000	26%	\$ 260
542.90.49.02	Laundry	Provides for laundry of uniforms for the Maintenance Superintendent.	\$ 250		\$ 250	\$ 250	26%	\$ 65
<b>TOTAL MAINTENANCE ADMINISTRATION</b>			<b>\$ 101,867</b>	<b>\$ 6,505</b>	<b>\$ 98,467</b>	<b>\$ 98,467</b>		<b>\$ 25,971</b>

# BUDGET NARRATIVE

2009

26%

FUND: CITY STREETS  
DEPARTMENT: PLANNING, BUILDING AND PUBLIC WORKS

Account No.	Title	Narrative	Departmental Request	New Request	Executive Amendment	Adopted	TBD Eligible Percentage	TBD Eligible Expenditure
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## TRANSPORTATION

### INTERFUND CHARGES

542.90.99.01	Computer Maint	Fund for maintenance of Maintenance Superintendent's computer.	\$ 6,630	\$	6,630	\$ 6,630	26%	\$ 1,724
542.90.99.02	Computer	Fund for replacement of Maintenance Superintendent's computer.	\$ 2,966	\$	-	\$ -	26%	\$ -
542.90.99.03	Equipment Maint	Equipment rental fund charges for vehicle maintenance.	\$ 66,690	\$	66,690	\$ 66,690	26%	\$ 17,339
542.90.99.04	Equipment	Equipment rental fund charges for vehicle replacement.	\$ 100,975	\$	-	\$ -	26%	\$ -
542.90.99.05	Insurance	Provides for liability coverage for the department.	\$ 3,743	\$	3,633	\$ 3,633	26%	\$ 945
542.90.99.06	Facility Repair and Replacement	Provides for major improvements to City buildings. Fee is charged on an occupied square foot basis.	\$ 3,931	\$	3,931	\$ 3,931	26%	\$ 1,022

### TOTAL INTERFUND CHARGES

\$ 184,935	\$ -	\$ 80,884	\$ 80,884	\$ 21,030
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101.920.002.543.70.00.00

### ROAD AND STREET GENERAL ADMINISTRATION

Work of the Street Department of a general executive direction not associated with a specific maintenance function or project.

543.00.10	Salaries & Wages	Provides for salaries for the following positions: 1.00 Senior Maintenance Worker 3.00 Maintenance Workers 4.00 FTE	\$ 219,483	\$	219,483	\$ 219,483	26%	\$ 57,066
543.00.11	Overtime	Overtime includes for beeper pay @ \$1.00 per hour or at 5% of hourly rate whichever is higher.	\$ 7,450	\$	7,450	\$ 7,450	26%	\$ 1,937
543.00.12	Salaries & Wages-Seasonal		\$	-				
543.70.20	Personnel Benefits	Covers payroll related benefits for all Street Maintenance personnel.	\$ 86,407	\$	86,407	\$ 86,407	26%	\$ 22,466
543.70.20.90	Employee Med. Contribution	Employees' share of benefits for spouse and/or dependents.	\$ (2,125)	\$ -	(2,125)	\$ (2,125)	26%	\$ (553)
543.70.21	Uniforms	Benefits including uniforms and steel toed boots. Also covers replacement of worn shirts, rain gear, rain boots, hats and city logo embroidery.	\$ 3,000	\$	3,000	\$ 3,000	26%	\$ 780

# BUDGET NARRATIVE

2009

26%

FUND: CITY STREETS  
DEPARTMENT: PLANNING, BUILDING AND PUBLIC WORKS

Account No.	Title	Narrative	Departmental Request	New Request	Executive Amendment	Adopted	TBD Eligible Percentage	TBD Eligible Expenditure
TRANSPORTATION								
543.70.43	Travel Expenses	Courses or classes for Public Works employees, using their private vehicles.	\$ 500		\$ 262	\$ 262	26%	\$ 68
543.70.48	Repairs & Maintenance	Provides contracted repairs and maintenance. Includes share of Department of Corrections (DOC) maintenance services.	\$ 13,500		\$ 13,500	\$ 13,500	26%	\$ 3,510
543.70.49.01	Dues, School, and Conferences	Provides for dues, school tuition, and conferences.	\$ 1,000		\$ 777	\$ 777	26%	\$ 202
543.70.49.02	Laundry	Provides for laundry of uniforms.	\$ 3,500		\$ 3,500	\$ 3,500	26%	\$ 910
543.70.99.05	Interfund Insurance		\$ 14,646		\$ 14,216	\$ 14,216	26%	\$ 3,696
TOTAL ROAD & STREET GENERAL ADMIN.			\$ 347,361	\$ -	\$ 346,470	\$ 346,470		\$ 90,082

# BUDGET NARRATIVE

2009

26%

FUND: CITY STREETS  
DEPARTMENT: PLANNING, BUILDING AND PUBLIC WORKS

Account No.	Title	Narrative	Departmental Request	New Request	Executive Amendment	Adopted	TBD Eligible Percentage	TBD Eligible Expenditure
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## TRANSPORTATION

101.900.002.594.42.60.00

### CAPITAL OUTLAY

This accounts for capital equipment purchased for the Street Department's general use.

594.42.64 Equipment Arrow Board Replacement  
594.42.64 Equipment Changeable Message Sign  
Equipment Asset Management Sign Inventory

\$	-	\$	7,000	\$	-	\$	-
\$	-	\$	7,850	\$	-	\$	-
\$	-	\$	8,500	\$	-	\$	-

101.980.002.508.80.00.00

### TOTAL CAPITAL OUTLAY

\$	-	\$	23,350	\$	-	\$	-
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### TOTAL STREETS BUDGET REQUESTS

\$	1,096,483	\$	69,255	\$	988,141	\$	988,141
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\$ 307,271

101.970.002

### RECLASSIFICATION & COST ALLOCATIONS

597.00.07.00 Transfer Out/Fund 102

\$	170,800	\$	-	\$	-	\$	-
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### ESTIMATED ENDING FUND BALANCE

\$	-	\$	-	\$	-	\$	-
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### TOTAL STREET FUND

\$	1,267,283	\$	69,255	\$	988,141	\$	988,141
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\$ 307,271

\$ 1,336,538

# A G E N D A   I T E M

## BUSINESS OF THE DES MOINES TRANSPORTATION BENEFIT DISTRICT BOARD

### NEW BUSINESS ITEM No. 2

#### Purpose:

The purpose of this item is to enter into an inter-local agreement with the Washington Cities Insurance Agency (WCIA) in order to provide the TBD with liability coverage.

#### Suggested Motion:

Motion: "I move to authorize the Transportation Benefit District to enter into an inter-local agreement with WCIA for the purpose of providing liability coverage for the Benefit District.

#### Background:

The Des Moines City Council, in accordance with chapter 36.73 of the RCW and chapter 35.21.255 established a Transportation Benefit District within the City's jurisdiction. The members of the City Council, acting ex officio and independently, constitute the governing body of the Transportation Benefit District.

#### Recommendation:

Approve suggested motion





# A G E N D A   I T E M

## BUSINESS OF THE DES MOINES TRANSPORTATION BENEFIT DISTRICT BOARD

### NEW BUSINESS ITEM No. 3

#### Purpose:

The purpose of this item is to discuss the draft contract between the State of Washington Department of Licensing and the Des Moines Transportation Benefit District.

#### Background:

The Department of Licensing is responsible for administering and collecting annual vehicle fees as an agent on behalf of Transportation Benefit Districts according to RCW 36.73.065 and RCW 82.80.140. An interagency data sharing contract will be necessary to facilitate and outline the contract responsibilities of the TBD and the Department of Licensing.

#### Recommendation:

None – Discussion item only



INTERAGENCY DATA SHARING CONTRACT  
BETWEEN  
THE STATE OF WASHINGTON  
STATE OF WASHINGTON DEPARTMENT OF LICENSING  
AND  
«INSERT City NAME»

Upon execution, this Contract, is entered into by and between the Washington State, Department of Licensing (hereinafter called "DOL" or Department"), and «Insert City Name», (hereinafter called Transportation Benefit District "TBD" or "Contractor").

«Insert City Name»  
«Insert City Address»  
«Insert City Address»

Telephone: «Insert Phone Number»  
FAX: «Insert Fax Number »  
E-Mail: «Insert Email »

PURPOSE

House Bill 1858 passed in 2007, authorizes cities to establish a Transportation Benefit District (TBD) for the purpose of providing and funding transportation improvement within the city's jurisdiction.

The purpose of this Contract is to provide terms and conditions for a TBD , that shall allow Department of Licensing (DOL) to administer and collect annual vehicle fees as an agent on behalf of TBD's, according to RCW 36.73.065 and RCW 82.80.140.

**AND**

This Contract shall also provide the terms and conditions for reoccurring data requests that TBD's may require that are in addition to, but not covered by the administration and collection of the annual vehicle fees as described in House Bill 1858 passed in 2007.

These terms and conditions ensure DOL vehicle and/or vessel data is protected and used only for purposes authorized by state and federal law governing the release of such data and are defined in the Statement of Work, Attachment B attached herein. Pursuant to Revised Code Washington (RCW) 46.12.370-390, RCW 42.56.070, Washington Administrative Code (WAC) 308-93.087-089, WAC 308-10, WAC 308-10-45, Chapter 18 USC Sec. 2721 -2725 Driver Privacy Protection Act (DPPA), and Executive Order 97-01, as currently written or hereafter amended.

**THEREFORE, IT IS MUTUALLY AGREED THAT:**

DEFINITIONS

As used throughout this Contract the following terms shall have the meanings set forth below:

1. "Authorized user" means TBD staff, employees, its officers, or to any other authorized agent or official of the TBD.
2. "Billing cycle" means the annual vehicle registration renewal.
3. "Confidential Information" means information that may be exempt from disclosure to the public or other unauthorized persons under either chapter 42.56 RCW or other state or federal statutes and data defined as more sensitive than "public" requiring security protection. Confidential Information includes, but is not limited to, social security numbers, credit card information, driver license numbers, personal information, law enforcement records, agency security data, and banking profiles.
4. "Data" means information contained in the vehicle and/or vessel record provided to Contractor under this Contract
5. "Direct Cost" shall include, but are not limited to, all operating, equipment and personnel costs used to furnish the information, reruns and/or additional data runs, costs materials and data integrity costs directly related to the monthly production and maintenance of these data files.

6. "District" means all the territory within the boundaries of the jurisdiction, or jurisdictions, establishing the district.
7. "DOR" means Department of Revenue.
8. "FTP" means a file transfer protocol.
9. "GIS" means the Department of Revenue/Geological Information System.
10. "Indirect Cost" shall include, but are not limited to, enforcement of unauthorized mail, auditing, answering complaints, correspondence, administrative overhead, building rents, related utilities, and other expenses identified as indirect costs by the Director of DOL.
11. "Next billing cycle" means annually if a renewal is sent for due date in the month of January 2009 the next cycle will be January 2010, etc.
12. "Personal Information" means information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, e-mail addresses, credit card information, law enforcement records or other identifying numbers or Protected Health Information, any financial identifiers, and other information that may be exempt from disclosure to the public or other unauthorized persons under either RCW 42.56 or other state and federal statutes.
13. "Reoccurring Data" means additional data provided to the Contractor via SFT that may be used by Contractor for its own reports, verifications and is not associated with the direct administration and collection of the annual vehicle fee, on behalf of the TBD.
14. "SFT" means Secure File Transfer.
15. "Subcontractor" means one not in the employment of a party to this Contract, who is performing all or part of those services under this Contract under a separate Contract with a party to this Contract. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

#### STATEMENT OF WORK

The parties to this Contract shall furnish the necessary personnel, equipment, material and/or service(s) and otherwise do all things necessary for or incidental to the exchange of data as set forth in the *Statements of Work*, Attachment A and Attachment B attached hereto and incorporated herein.

#### PERIOD OF PERFORMANCE

Subject to its other provisions, this Contract shall begin **upon date of execution**, and end on **XXX, XX 2014** unless terminated sooner or extended by DOL as provided herein. This Contract may be extended multiple times in five (5) year increments with written mutual consent. Total Period of Performance shall not exceed fifteen (15) years from the original date of execution.

**NOTE:** The date of execution of this agreement does not ensure immediate fee collection by DOL on behalf of the TBD, all collection dates are subject to DOL's pre-existing billing cycles for renewal notices, TBD ordinance date, House Bill 1858 (2007), county, state and federal statutes, and establishing the set-up or TBD fee collection on DOL's computer systems.

#### INITIATION OF EXTENSION RENEWAL

Shall be at the exclusive option of DOL and may be accomplished by DOL giving written notice of extension to TBD not less than 30 days prior to the expiration date, and shall be agreed to by written consent of both Parties. No change in terms and conditions shall be permitted during these extensions unless specifically set forth in the Contract and the total compensation shall remain firm and fixed.

#### FEE COLLECTION

Fee collection shall not be sooner than six (6) months from the signed and dated Ordinance. However, prior to any fee collection the following must occur.

#### TBD must:

- Provide DOL with a legible copy of the TBD's signed and dated "Ordinance" documents,
- Provide the name of the TBD and designated phone number to be printed on renewal notices for any TBD fee inquires.
- Pre-pay DOL an initial fee of **\$1,000** (one thousand dollars) to reimburse DOL for estimated printing costs

Once Ordinances and contact information are received,

DOL shall

- Establish the collection setup for the renewal notices, and at a minimum it may take up to four (4) months possibly longer, before the first fee collection notification will be printed on renewal notices.
- Notify TBD of the date for first renewal notices to contain the TBD fees to be collected.

Collection start dates will vary depending on the necessary time required for DOL to establish the TBD fee collection setup. This in part due to DOL's pre-existing billing cycles, that require up to four months to allow for changes to the special message in renewal notices and time to mail the notices before the vehicles expiration date. The TBD fee collection notification may commence on the next scheduled billing cycle, after the collection setup is established and printing vendor notification.

**EXAMPLE:**

- If setup is established at least by April 1<sup>st</sup> than the first renewal notices will be mailed in June for vehicles with August expiration dates.
- If setup is established at least by April 15<sup>th</sup>, than the first renewal notices will be mailed in July for vehicles with September expiration dates.

PAYMENT/ REIMBURSEMENT

TBD shall pre-pay DOL an initial fee of **\$1000** (one thousand dollars) to reimburse DOL for estimated printing costs being incurred, once the actual cost of printing are determined the TBD shall either be reimbursed the overpayment or be invoiced for the balance due, as described in the Statement of Work #1, Attachment A.

TBD shall send payments to the DOL:

Revenue Accounting  
TBD Printing Fee  
P.O. Box 9048  
Olympia, WA 98507

DOL shall thereafter deduct a percentage amount, as provided in RCW 36.73.065, not to exceed one percent (1%) of the fees collected, administration, and collection expenses incurred. DOL shall set up the Vehicle Field System (VFS) to automatically deduct the 1% at the time of each transaction. DOL shall certify the release of the proceeds and the state treasurer shall distribute the proceeds to the TBD on a monthly basis.

STATEWIDE VENDOR REGISTRATION

The Washington State Office of Financial Management (OFM) maintains a central contractor registration file for Washington State agencies to use for processing contractor payments. This allows Contractor to receive payments by direct deposit. Contractors are required to be registered in the Statewide Vendor Payment system, <http://www.ofm.wa.gov/isd/vendors.asp>, and prior to submitting a request for payment under this Contract. No payment shall be made until the registration is completed.

COMPENSATION FOR REOCCURRING DATA REQUESTS

If the TBD requires reoccurring data requests the TBD shall pay DOL an initial one time set-up fee in the amount of **\$ \$2,569.84** and shall then pay DOL for direct and indirect reimbursable costs in the amount of **\$270.00** month for the performance of all things necessary for or incidental to the performance of reoccurring data requests work as set forth in the *Statement of Work# 2, Attachment B*, and in accordance with the *Reimbursable Fee Schedule Attachment C*, which is attached hereto and incorporated by reference herein.

Payments shall be made to:

Revenue Accounting  
Contract Set up Fee  
P.O. Box 9048  
Olympia, WA 98507

#### BILLING PROCEDURES

Contractor shall pay DOL within 30 calendar days of receipt of invoice. Each payment will clearly reference the Invoice Number and Contract Number «Insert Contract Number». If the Contractor fails to pay within 30 calendars days of being invoiced, DOL may cease regularly scheduled transmittals and terminate this Contract. Failure of DOL to invoice Contractor does not release payment obligations.

#### RECORDS, DOCUMENTS, AND REPORTS

The parties to this Contract shall each maintain books, records, documents and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the service(s) described herein. These records shall be subject to inspection, review or audit by personnel of the parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law, all books, records, documents, and other material relevant to this Contract will be retained for six years after expiration and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

#### CONFIDENTIALITY

To the extent consistent with Washington State law, each party shall maintain all information which the other party specifies in writing as Confidential Information. Each party shall have an appropriate Contract with its employees and subcontractors to this effect.

#### INDEPENDENT CAPACITY

The employees or agents of each party who are engaged in the performance of this Contract shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

#### CONTRACT ALTERATIONS AND AMENDMENTS

This Contract may be amended by mutual Contract of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

#### MEMO OF UNDERSTANDING (MOU)

Any communications that either Contract Manager determines to address more than day-to-day concerns, but do not modify the terms of this Contract, shall be documented by a written, numbered Memo of Understanding.

#### TERMINATION

Either party may terminate this Contract upon 60 days' prior written notification to the other party. If this Contract is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Contract prior to the effective date of termination.

#### TERMINATION FOR CAUSE

If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Contract, or if either party violates or fails to meet any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within 15 working days. If failure or violation is not corrected, this Contract may be terminated immediately by written notice of the aggrieved party to the other.

#### DISPUTES

In the event a dispute arises under this Contract, it shall be determined by a Dispute Board in the following manner:

- Each party to this Contract shall appoint one member to the Dispute Board.
- The members so appointed shall jointly appoint an additional member to the Dispute Board.
- The Dispute Board shall review the facts, Contract terms, applicable statutes and rules and make a determination of the dispute.
- The determination of the Dispute Board shall be final and binding on the parties hereto.
- As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.



#### GOVERNANCE

This Contract is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Contract shall be construed to conform to those laws.

In the event of an inconsistency in terms of this Contract, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

1. Applicable state and federal statutes and rules;
2. Statement of work; and all Attachments
3. Any other provisions of the Contract, including materials incorporated by reference.

#### FUNDING CONTINGENCY

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion, either party may;

- Terminate this Contract without advance notice subject to renegotiation under those new funding limitations and conditions or
- After a review of project expenditures and deliverable status, extend the end date of the Contract and postpone deliverables or portions of deliverables

#### ASSIGNABILITY

The ability of the TBD to provide data pursuant to this Contract shall not be assigned or delegated in whole or in part, excepted as expressly provided by this Contract or by the express prior written consent of DOL.

#### WAIVER

Unless the Contract is amended in writing by an authorized representative of DOL, waiver of a default under this Contract, or failure by DOL to exercise its rights shall not:

- be considered a modification or amendment to the Contract; or
- constitute a waiver of any subsequent default.

#### RIGHTS OF INSPECTION

The TBD shall provide right of access to the Department, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance of internal policies and procedures, and/or records relating to the safeguarding, use, and disclosure of Confidential Information obtained or used as a result of this Contract.

#### SUBCONTRACTING

With prior written consent, either party may enter into subcontracts for any of the work or services contemplated under this Contract. Consent shall not be unreasonably withheld. This clause does not include Contracts of employment between a party and personnel assigned to work under this Contract. Each party is responsible for ensuring that all terms, conditions, assurances and certifications set forth in this Contract are carried forward to any subcontracts.

TBD shall upon request by DOL, provide to DOL within three (3) business days, a copy of all subcontractor Agreements applicable to this Agreement.

#### INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless the state of Washington, agencies of State, the Department and all officials, agents and employees of State, from and against all claims for injuries or death arising out of or resulting from the performance of the Contract. Contractor's obligations to indemnify, defend, and hold harmless includes any claim by Contractors' agents, employees, representatives, or any subcontractor or its employees and shall include taxed consumers.

Contractor expressly agrees to indemnify, defend, and hold harmless the state of Washington and the Department for any claim arising out of or incident to Contractor's or any subcontractor's performance or failure to perform the Contract. Contractor's obligation to indemnify, defend, and hold harmless the State shall not be eliminated or reduced by any actual or alleged concurrent negligence of State or its agents, agencies, employees and officials.

Contractor waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless State and its agencies, officials, agents or employees and shall include taxed consumers.

**LIMITATION OF STATES LIABILITY**

The parties agree that in no event shall the state of Washington, the Department, the Director of the Department or any Department employees, be liable to Contractor for any damages, costs, lost production, or any other loss of any kind for failure of the Department's equipment, hardware or software to perform for any reason, or for the loss of consequential damage which is the result of acts of God, strikes, lockouts, riots, acts of war, epidemics, acts of fire, failure of communications or computer equipment, facilities, or software, power failures, nuclear accidents or other disasters.

The state of Washington, the Department, the Director of the Department or any Department employee shall not be liable for any claim of any nature against Contractor by any party arising from any failure in the service furnished by the Department under this Contract, for any errors, mistakes or acts on the part of the Department or its agents which result in the failure of the Department's equipment or software which fails to perform for any reason or for any other loss or consequential damage which is a result of acts of God, strikes, lockouts, riots, acts of war, epidemics, acts of fire, failure of communications or computer equipment, facilities, or software, power failures, nuclear accidents or other disasters.

**SEVERABILITY**

If any provision of this Contract or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Contract which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Contract, and to this end the provisions of this Contract are declared to be severable.

**CONTRACT MANAGEMENT**

The Contract Manager for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Contract.

Contract Manager for TBD is:	The DOL Contract Manager is:
«Insert ContractManager Name»	Jennifer Dana
«Insert City Address»	Department of Licensing
«Insert City Address»	PO Box 2957
«Insert City Address»	Olympia, WA 98507-2076
«Insert City Address»	
Phone: «Insert Phone Number»	Phone:(360) 902-3673
FAX: «Insert Fax Number»	FAX: (360) 902-4015
E-Mail:«Insert Email»	E-Mail: <a href="mailto:jedana@dol.wa.gov">jedana@dol.wa.gov</a>



ALL WRITINGS CONTAINED HEREIN

This Contract consists of \_\_\_\_\_ («Insert Page Numbers») pages including the following attachments:

- A = Statement of Work # 1
- B = Statement of Work # 2
- C = Reimbursable Fee Schedule
- D = Appropriate Use Declaration
- E = Data Certification
- F = Performance Monitoring
- G = Statewide Vendor Registration Form

This Contract sets forth in full all terms and conditions agreed upon by the parties. Any other Contract, representation, or understandings, verbal or otherwise, regarding the subject matter of this Contract shall be deemed to be null and void and of no force and effect whatsoever.

IN WITNESS WHEREOF, the parties have executed this Contract.

«Insert Agency Name»

State of Washington  
Department of Licensing

\_\_\_\_\_  
(Signature) (Date)

\_\_\_\_\_  
Julie Knittle, Assistant Director (Date)

\_\_\_\_\_  
(Print Name & Title)

\_\_\_\_\_  
(Federal Tax Identification Number or UBI)

APPROVED AS TO FORM ONLY

\_\_\_\_\_  
Signature on file  
Jerald Anderson (Date)  
Assistant Attorney General

**ATTACHMENT A**  
**STATEMENT OF Work #1**

The Transportation Benefit District (TBD) shall furnish the necessary personnel, equipment, material and/or services and otherwise do all things necessary for or incidental to the performance of work as set forth below:

**FOR ADMINISTRATION AND COLLECTION OF THE VEHICLE FEE**

**RESPONSIBILITIES OF THE TBD**

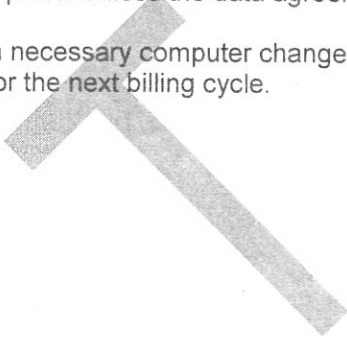
The TBD agrees to the following;

1. Provide DOL with a legible copy of the official signed and dated Ordinance that establishes the city as a Transportation Benefit District (TBD).
2. Shall pay DOL an initial \$1000 (estimated cost) to reimburse DOL for printing of TBD information on renewal notices; however, once the actual cost of printing has been determined the TBD shall either be reimbursed the overpayment or be invoiced for the balance due.
3. Shall pay DOL a "change request fee", if the TBD notifies DOL that the TBD Contact information changed and DOL needs to notify the printing vendor to update the special message on renewal notices.
4. Shall submit to DOL the TBD Contact information that includes the name of the TBD and phone number to be printed as part of the special message on the renewal notice.
5. Be the primary point of contact to respond to inquiries or disputes from citizens who have questions about the tax.
6. Will handle all contacts and/or disputes regarding boundaries and/or questionable taxations.
7. Agree that any omitted or incorrect addresses that result in the fee not being charged for the current billing cycle will not be collected by DOL during the current cycle, and that DOL will charge the fee during the next billing cycle if Department of Revenue's (DOR) data is updated, DOL has sufficient time to accomplish necessary computer changes as soon as it is practical, and the address is within the TBD boundary.
8. Shall process and issue any refunds or shortages that may be due resulting from questionable taxation.
9. Be responsible to notify DOR of changes to initiate computer programming updates for proper taxing, as zip codes are added or changed within the boundary or sub area boundary assignment of the TBD taxing district.
10. In the event that TBD District boundary changes, the TBD shall be responsible to provide DOR with information about the change, and any other information necessary or appropriate to initiate changes to DOR's GIS database.
11. Pay DOL's invoices for costs in accordance of this Contract.
12. Shall comply with the requirements in the Statement of Work B if the TBD requires reoccurring data requests.

**RESPONSIBILITIES OF THE DOL**

The DOL shall;

1. Insert the imposed vehicle fee on the renewal notices for vehicle subject to the fee that are within the TBD boundary.
2. Provide standard language on renewal notices to direct customers who have taxing questions to the designated TBD contact phone number for questions regarding the imposed fee.
3. Use the DOR GIS database to determine which taxing jurisdiction a vehicle is registered. If the jurisdiction is one of the TBD areas, then DOL will apply the charge to the vehicle and notify the owner of the fee in renewal notices.
4. DOL will make reasonable efforts to find a match in the GIS database; however, if a match cannot be found within the GIS database, then that customer will not incur any TBD charges. DOL will not use any other data source to determine TBD liability. DOL receives quarterly updates of GIS data from DOR. DOL validates the GIS data, then runs test against the new database before applying the changes to our production system.
5. Administer and collect annual vehicle fees of up to \$20.00 per vehicle, at the time of registration renewal, as an agent on behalf of TBD.
6. Retain up to one percent (1%) of all fees collected for, administration, and collection expenses incurred.

7. Not be responsible for the issuance of any refunds or shortages of the fee collected on behalf of TBD.
  8. Not be responsible or liable for any incorrect or omitted notices sent because TBD provided information to DOR in error.
  9. DOL shall not make corrections or issue a replacement renewal notices. (The annual vehicle TBD fee will be inserted and sent on the next billing cycle).
  10. Not be obligated to recover actual or perceived revenue lost due to DOR GIS boundary discrepancies.
  11. Not be responsible for inquiries and/or disputes of customers regarding the tax fees imposed by TBD.
  12. Not responsible for the timeliness of the state treasurers monthly distribution of funds.
  13. Not responsible to provide TBD with reoccurring data requests unless the data agreement portion of this contract is executed.
  14. Upon receiving updates from DOR, DOL will accomplish necessary computer changes as soon as is practical and can be made by DOL as necessary for the next billing cycle.
- 

**ATTACHMENT B  
STATEMENT OF WORK # 2**

The Transportation Benefit District (TBD) shall furnish the necessary personnel, equipment, material and/or services and otherwise do all things necessary for or incidental to the performance of work as set forth below:

**FOR REOCCURRING DATA REQUESTS**

TBD shall

1. After completing and submitting a *Vehicle/Vessel Disclosure Agreement Application*, TBD will be processed for approval to receive data from DOL established through the SFT process.
2. Use information furnished by DOL to TBD under this Agreement, for the purpose of According to the Vehicle/Vessel Disclosure Agreement Application submitted by the Agency on «Insert Date» "Insert Agency Name's permissible, business need for the data is:

«Insert Agency Name» Business Need for Data From Application and authorizing section from DPPA.

3. Only receive data that DOL has preauthorized in the approval process.
4. Adhere to any current or amended statutory or administrative rules regulating the right of privacy and confidentiality, which relate to such information.
5. All exceptions to the above must be approved in writing by DOL, setting out any limitations or conditions to which the approval is subject. TBD must receive such written approval prior to the requested use of or release of, the information that is the subject of the exception.
6. Only share data receive with Department of Revenue(DOR) for the purpose of updating the GIS database and shall only share the following: address, city, state and zipcode. All other information provide to TBD is prohibited for being share, except with DOL.
7. Not use the data provided for any purpose not specifically authorized under this Contract
8. Not duplicated or redisclose data recieved except as permitted under this contract, without the written authority of DOL.
9. Delete information after downloading off of DOL secure file SFT location and is not longer needed.

**PROHIBITED USE OF INFORMATION**

Unless otherwise required by law, any personal Vehicle/Vessel owner information or part thereof received through this Agreement by TBD shall not:

- Be furnished to any person, association, or organization without prior written approval from DOL as provided in this Agreement.
- Be disclosed, sold, published, or otherwise distributed, used for mailing purposes; or to make unsolicited business contacts. For commercial purposes; for personal or private use for any reason. "*Unsolicited business contact*" means a contact that is intended to result in, or promote the sale of any goods or services to a person named in the disclosed information.
- Make false representation to obtain any personal information from an individual Vehicle/Vessel record from DOL.

**DESCRIPTION OF DATA**

DOL shall provide vehicle and/or vessel information as contained in a mutually agreed upon *File Layout*, and reserves the right to edit and/or change the *File Layout* as considered necessary to the functions of DOL, without notice to the TBD.

Where both a mailing address and residence address are recorded on the vehicle record and are different, only the mailing address will be disclosed. Both addresses will be disclosed in response to requests for disclosure from courts, law enforcement agencies, or government entities with enforcement, investigative, or taxing authority and only for use in the normal course of conducting their business.

If a list of registered and legal owners of motor vehicles is used for any purpose other than authorized in this section, the manufacturer, governmental agency, commercial parking company, authorized agent, TBD, financial institution, toll facility operator, or their authorized agents or TBD responsible for the unauthorized disclosure or use will be denied further access to such information by DOL and will result in immediate termination of this Agreement.

#### DATA CLASSIFICATION DECLARATION

Data described in this data sharing Agreement is assessed to be in the following data classification:

##### Confidential Data

This is a data classification for data that, due to its sensitive or private nature, requires limited and authorized access. Its unauthorized access could adversely impact DOL legally, financially or damage public integrity. Confidential Information includes, but is not limited to, personal information including an individual's first name, first initial, last name, and/or banking profiles.

#### ACCESS TO DATA

##### Method of Access/Transfer

Once an established Secure File Transfer (SFT) connection with the host computer at the TBD location is confirmed, DOL will provide data in the agreed upon *File Layout*, to TBD. DOL shall not be liable for any delays in furnishing information under this Agreement nor shall DOL be liable for any errors, which occur in compilation of information.

##### Frequency of Data Exchange

Repetitive: DOL will provide data to Agency «Insert Frequency Agreed Upon» (weekly, bi-weekly, monthly, Annually, or dates upon request additional fees apply).

##### Authorized Access to Data

TBD shall maintain a record of those who have authorized access to DOL data, and ensure all authorized users maintain confidentiality of data. In addition to measures instituted by TBD, and shall also:

1. Require each authorized user to execute a copy of the *Appropriate Use Declaration* (AUD), Attachment B;
2. Maintain executed AUDs at the TBD's place of business; and,
3. Provide a copy to DOL of all executed AUDs within three (3) business days after receiving a request from DOL.

#### SECURITY OF DATA

TBD shall protect the data from unauthorized physical and electronic access while it is in motion and at rest, as described below:

1. Electronic Access: Agency shall ensure electronic access is authorized using individual accounts, hardened passwords and require changing of passwords at least every 90 days.
2. Encryption and Decryption: Agency shall furnish encryption and decryption software compatible with DOL's software to ensure security and confidentiality.
3. Apply Security Patches: Agency shall be diligent in the timely installation of security patches for all information technology assets, hosts and networks, that process DOL data.
4. IT Security Policies and Procedures: Agency shall maintain and enforce information technology security policies and procedures consistent with this Agreement, and provide an electronic copy to DOL upon request within three (3) business days. TBD's information technology security policies and procedures shall include a computer incident response policy and procedure and annual security training to their employees.
5. Protection/Intrusion Devices: All Agency information technology assets that store/process DOL data shall be physically secured from unauthorized access. Agency shall employ adequate devices such as Intrusion Protection (IPS) and Intrusion Detection (IDS) devices and system log monitoring to ensure unauthorized users cannot access Agency information technology assets in a manner that allows DOL data to be compromised.
6. Periodic Vulnerability Scanning and Penetration Testing: Agency shall periodically scan information technology hosts and networks that process DOL data for vulnerabilities to exploitation.
7. Self Audits: Internal and independent audits to review Agency's data protection and access may be conducted at a time or times determined by DOL at the Agency's expense and DOL being the client.

#### CERTIFICATION OF DATA SECURITY

TBD shall send an initial signed original *Certification of Data Security* to DOL's Contract Manager with the signed agreement, and shall then re certify data security by the «Insert Month day year»<sup>1st</sup> day of the «Insert 16<sup>th</sup> month of the Contract. The *Certification of Data Security*, Attachment C is written verification the Agency has met all data security requirements as described herein.

TERMINATION OF ACCESS

Either party may at its discretion disqualify an individual authorized by the Agency from gaining access to data. Notice of termination of access will be by written notice and become effective upon receipt, and a copy of such notice shall be provided to DOL. Termination of access of one individual by either party does not affect other individuals authorized under this Agreement.

REIMBURSABLE FEE SCHEDULE

Contractor shall pay DOL an amount of \$62.31 per week or \$3,240.12 annually for the performance of all things necessary for or incidental to the performance of work as set forth in the *Statement of Work*, as established in the section *Re-occurring Data Requests* in accordance with the *Reimbursable Fee Schedule* below, which is based solely upon DOL direct and indirect costs, all costs are subject to change. DOL's monthly direct and indirect costs apply regardless of the transmittal of data.

1. Contractor will be provided an initial invoice for the one time set up fee, as described below (if applicable, i.e. new contract).
2. Contractor shall be invoiced no less than annually for ongoing, direct and indirect costs for providing monthly production and maintenance of DOL data, until termination of this Contract.

Direct costs

Shall include, but are not limited to, all operating, equipment and personnel costs used to furnish the information, reruns and/or additional data runs, costs materials and data integrity costs directly related to the monthly production and maintenance of these data files.

Indirect costs

Shall include, but are not limited to, enforcement of unauthorized mail, auditing, answering complaints, correspondence, administrative overhead, building rents, related utilities, and other expenses identified as indirect costs by the Director of DOL.



**ATTACHMENT C  
REIMBURSABLE FEE SCHEDULE**

TBD shall pay DOL an initial one time set-up fee in the amount of \$ **\$2,569.84** and shall then pay DOL for direct and indirect reimbursable costs in the amount of **\$270.00** month for the performance for all things necessary for or incidental to the performance of work as set forth in the *Statement of Work*, Attachment B, and in accordance with the *Reimbursable Fee Schedule*, Attachment D, below, which is based solely upon DOL direct and indirect costs. DOL's monthly direct and indirect costs apply regardless of the transmittal of data.

1. Contractor will be provided an initial invoice for the one time set up fee, as described below (if applicable, i.e. new contract).
2. Contractor shall be invoiced no less than annually for ongoing, direct and indirect costs for providing monthly production and maintenance of DOL data, until termination of this Contract.

Direct costs

Shall include, but are not limited to, all operating, equipment and personnel costs used to furnish the information, reruns and/or additional data runs, costs materials and data integrity costs directly related to the monthly production and maintenance of these data files.

Indirect costs

Shall include, but are not limited to, enforcement of unauthorized mail, auditing, answering complaints, correspondence, administrative overhead, building rents, related utilities, and other expenses identified as indirect costs by the Director of DOL.

**REIMBURSABLE FEE SCHEDULE**

1.	Costs and Set-up Fees	Hours	Hourly Rate	Cost
	One Time Setup Fee Vehicle/Vessel SFT	56	\$45.89	\$2,569.84
	DOL Monthly Direct and Indirect costs	6.5	\$41.54	\$270.00
	DOL Quarterly Direct and indirect costs	6.5	\$41.54	\$270.00
	DOL Weekly Direct and Indirect costs	1.5	\$41.54	\$62.31
	Total Cost for one (1) year With Setup fees			\$6,889.70
	Total Cost for two (2) years With Setup fees			\$11,209.72
2.	Costs after Setup Fees Have Been Established			
	Total Cost for one (1) Year		Rate \$ 62.31 X 52 weeks =	\$3,240.12
	Total Cost for quarterly Dealer information for one(1) Year		Rate \$270.00 X 4 quarters =	\$1080.00
	Total for combined year and quarterly costs		TOTAL	\$4,320.12
	Total for combined year and quarterly costs for two (2) Years		\$4,320.12 X 2 =	\$8,640.24
3.	Additional Fees	Hours	Hourly Rate	Cost
	Requests for additional data runs or reruns	TBD	\$41.54	TBD

ADDITIONAL DATA RUNS OR RERUNS

Requests from Contractor for data runs at frequencies or dates not already agreed upon within this Contract will require additional fees. Each additional data run or rerun will be billed at a rate of \$ 41.54 per hour and the total cost will be determined based on the hours required to provide the information.

ATTACHMENT D  
APPROPRIATE USE DECLARATION

As authorized by TBD I attest that I am an authorized user of data provided to TBD by the Washington State Department of Licensing (DOL) and I shall:

- 1) Ensure the confidentiality and privacy of all information I have access to, and,
- 2) Use the information ONLY as permitted by DOL.

I understand the ONLY Permissible Use of data provided to (Contractor) by the Washington State Department of Licensing is limited to:

«Insert Contractor Business Need for Data and the appropriate use according to DPPA»

(Insert Permissible Use)

I further understand DOL may review activities of any person who receives vehicle/vessel record information to ensure compliance with limitations imposed on the use of the information. The department shall suspend or revoke for up to five (5) years the privilege of obtaining information of a person found to be in violation of chapter 42.56 RCW, this chapter, or this contract executed with DOL and the Contractor.

I understand misuse of this information is a gross misdemeanor and is punishable by a fine not to exceed \$10,000 or by imprisonment in a county jail not to exceed one year, or both such fine and imprisonment for each violation. (RCW 46.12.390)

\_\_\_\_\_  
(PRINT) EMPLOYEE NAME & TITLE

X  
\_\_\_\_\_  
EMPLOYEE SIGNATURE DATE

\_\_\_\_\_  
(PRINT) SUPERVISOR NAME & TITLE

X  
\_\_\_\_\_  
SUPERVISOR SIGNATURE DATE

Do not return this form to DOL.

The signed original of this declaration should be kept on file in your office and made available to DOL upon request.

(Duplicate this form as needed).

The Department of Licensing has a policy of providing equal access to its services.  
If you need special accommodations, please call (360) 902-3600 or TTY (360) 664-8885



**ATTACHMENT E  
CERTIFICATION OF DATA SECURITY**

**DATA SECURITY**

By checking the boxes below, the Contractor is providing certification that «Insert Contractor Name» has met and will continue to meet all data security requirements for the duration of the Contract, as described in this Contract. If a standard has/is not being monitored or adhered to, or Contractor believes the standard is not applicable, Contractor must provide an explanation for non-compliance below.

- ☐ Electronic Access.
- ☐ Encryption and Decryption
- ☐ Apply Vendor Security Patches
- ☐ IT Security Policies and Procedures
- ☐ Protection/Intrusion Devices
- ☐ Periodic Vulnerability Scanning and Penetration Testing
- ☐ Self Audits

**Explanation required for any standards NOT check marked: (Attach additional pages if necessary)**

***I certify under penalty of perjury under the laws of the State of Washington all of the information on this Certification of Data Security is true and correct.***

«Insert Contractor Business Name»

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

ADDRESS \_\_\_\_\_


PRINT NAME \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_

TITLE \_\_\_\_\_

LOCATION / COUNTY \_\_\_\_\_

**ATTACHMENT F  
PERFORMANCE MONITORING**

<b>PERFORMANCE MONITORING REPORT</b> <b>STATE OF WASHINGTON</b> DEPARTMENT OF LICENSING (DOL)						<b>Agency name</b>			<b>DOL Contract No.</b>				
DOL's Contract Manager may complete <input type="checkbox"/> Annual Performance Monitoring Report annually and/or <input type="checkbox"/> Project the end of each project and/or deliverable. <input type="checkbox"/> end <input type="checkbox"/> Other_____						<b>Agency's Contract Manager</b>							
<b>Start Date</b>		<b>Execution</b>		<b>End Date</b>		<b>DOL's Contract Manager</b>							
PREPARED BY		Jennifer Dana, Contract Manager				Jennifer Dana 360-902-3673							
<p align="center"><b>SECTION 1 - RATINGS</b></p> On the scale of satisfaction provided, where <b>YES</b> is 100% satisfaction and, <b>NO</b> is 0% satisfaction and <b>N/A</b> is not applicable to the Contract, please rate your experience by placing an "X" in the appropriate box.													
Did the TBD:				<b>YES</b>	<b>NO</b>	<b>N/A</b>					<b>YES</b>	<b>NO</b>	<b>N/A</b>
Provided initial data security form				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Address all disputes by consumer regarding TBD imposed annual vehicle fees?				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Provide DOL with addresses in required formatting?				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Assume responsibility for refunds.				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(Other)				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<p align="center"><b>SECTION 2 - DOL'S NARRATIVE</b></p> Provide a brief description of the work performed The purpose of this Contract is to provide terms and conditions that ensure DOL vehicle and/or vessel data is protected and used only for purposes authorized by state and federal law governing the release of such data.													
<p align="center"><i>Attach additional sheets if necessary</i></p>													
<p align="center"><b>SECTION 3 - AGENCY'S COMMENTS</b></p> Brief comments/suggestions from the Agency for DOL's Contract Manager or DOL management?													



STATE OF WASHINGTON  
STATEWIDE VENDOR REGISTRATION &  
DIRECT DEPOSIT AUTHORIZATION  
(FORM W9 ALSO REQUIRED)

Vendor Name \_\_\_\_\_

Contact Person \_\_\_\_\_

Payment / Direct Deposit Notification Address \_\_\_\_\_

Title \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip + 4 \_\_\_\_\_

( ) - Ext. \_\_\_\_\_

Telephone Number \_\_\_\_\_

E-mail Address to Send Direct Deposit Notification \_\_\_\_\_

( ) - \_\_\_\_\_

Fax Number \_\_\_\_\_

Primary Type of Goods or Services \_\_\_\_\_

Headquarters Office Dun & Bradstreet DUNS # \_\_\_\_\_

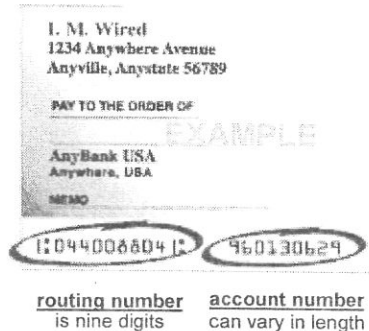
**Direct Deposit Information**

Financial Institution Name & Phone Number \_\_\_\_\_ ( ) - \_\_\_\_\_

Routing Number \_\_\_\_\_

Account Number \_\_\_\_\_

☐ Checking ☐ Savings (Checking will be used if neither box is marked.)



I hereby authorize and request the Office of Financial Management (OFM) and the Office of the State Treasurer (OST) to initiate credit entries for vendor payments to the account indicated above, and the financial institution named above is authorized to credit such account. I agree to abide by the National Automated Clearing House Association (NACHA) rules with regard to these entries. Pursuant to the NACHA rules, OFM and OST may initiate a reversing entry to recall a duplicate or erroneous entry that they previously initiated. I understand that, if a reversal action is required, OFM will notify this office of the error and the reason for the reversal.

This authority will continue until such time OFM and OST have had a reasonable opportunity to act upon written request to terminate or change the direct deposit service initiated herein.

Authorization Name on Account \_\_\_\_\_

Title \_\_\_\_\_

Authorization Signature on Account \_\_\_\_\_

Date \_\_\_\_\_

PLEASE RETURN THIS FORM & FORM W-9 TO:

Office of Financial Management  
Accounting Division  
Statewide Vendor Update Desk  
PO Box 43113  
Olympia, WA 98504-3113

You can visit our website at  
[www.ofm.wa.gov/accounting/vendors.htm](http://www.ofm.wa.gov/accounting/vendors.htm)  
for additional information and forms.

Revised 10/30/03  
See Page 2 for PRIVACY NOTICE

SWV00 \_\_\_\_\_



**APPENDIX 76-09 TO INTERLOCAL AGREEMENT  
CREATING THE WASHINGTON CITIES  
INSURANCE AUTHORITY**

WHEREAS, in 1980 the Cities of Mercer Island, Mountlake Terrace, Olympia, Kirkland, Marysville, Lacey, Kent, Everett and Des Moines did enter into and sign an Interlocal Agreement, as authorized by CH 48.62 RCW, for the creation of and operation of a liability self-insurance pool for the mutual protection and benefit of said entities known as the Puget Sound Cities Interlocal Insurance Authority; and,

WHEREAS, on March 13, 1986, the Board of Directors of the Authority did pass a motion to change the name to Washington Cities Insurance Authority. Said change is also ratified by new members; and,

WHEREAS, the above referenced Interlocal Agreement provides in Article 19 for the addition of new members to said Authority after one year of operation as determined by vote of the Board of Directors of said Authority; and,

WHEREAS, Article IV, Section 8 of the By-Laws of the Washington Cities Insurance Authority provides the procedure for the admission of new members to said Authority; and,

WHEREAS, on **February 13, 2009**, the Executive Committee of the Washington Cities Insurance Authority did pass a motion authorizing and inviting the **Des Moines Transportation Benefit District** to become a new member of said Authority; and,

WHEREAS, **Des Moines Transportation Benefit District** by decision of its respective legislative and executive authorities, has decided to become a new member to the Washington Cities Insurance Authority commencing on **February 1, 2009**;

NOW THEREFORE, for and in consideration of all of the mutual benefits, covenants, and agreements contained herein, **Des Moines Transportation Benefit District** by signature of its respective authorized representative to this **Appendix 76-09** to the original Interlocal Agreement, do hereby agree to be bound to all the terms, conditions, and covenants of the original Interlocal Agreement creating the Washington Cities Insurance



Authority and all previous appendixes, which are incorporated by reference herein and to become members of said Authority commencing at **12:01 a.m. on February 1, 2009.**

The new member whose representative signs this **Appendix 76-09** agrees that they shall be bound to the original Interlocal Agreement and all previous appendixes, and to which the **Appendix 76-09** is attached; and further agree that they shall be bound by all provisions and terms of the By-Laws for the Washington Cities Insurance Authority as they now exist or may be amended in the future. The new member whose representative signs this agreement shall have the benefits of the Joint Protection Programs and obligations thereto as provided by the Washington Cities Insurance Authority commencing at **12:01 a.m., February 1, 2009.**

IN WITNESS WHEREOF, the party hereto has executed this **Appendix 76-09** to the Interlocal Agreement creating the Washington Cities Insurance Authority by authorized official thereof, on the date indicated below.

DATE: \_\_\_\_\_ BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

ATTEST: \_\_\_\_\_

DATE: \_\_\_\_\_





**AGENDA**  
**TRANSPORTATION BENEFIT DISTRICT**  
**Board Meeting**  
October 8, 2009 - 7:00 p.m.

CALL TO ORDER - Chair Kaplan

ROLL CALL

APPROVAL OF MINUTES

Motion to approve Minutes of July 2, 2009 meeting.

COMMENTS FROM THE PUBLIC

OLD BUSINESS

1. Prioritized list of 2009 TBD Expenditures

NEW BUSINESS

1. Prioritized list of 2010 TBD Expenditures
2. Citizen feedback and status of collections

NEXT MEETING DATE – To be determined

ADJOURNMENT

As allowed by law, the Board may add and take action on items not listed on the agenda.



# PRELIMINARY

## Regular Meeting Des Moines Transportation Benefit District Board

MINUTES

July 2, 2009

The regular meeting of the Transportation Benefit District Board was called to order at 7:01 p.m. by Chair Kaplan, in the Council Chambers, 21630 11<sup>th</sup> Avenue South, #B.

ROLL CALL - Present: Chair Dave Kaplan, Vice Chair Carmen Scott, Boardmembers Ed Pina, Bob Sheckler, Dan Sherman, and Susan White. Absent: Scott Thomasson (absence excused by unanimous vote). Also in attendance were Executive Director Tony Piasecki, District Attorney Pat Bosmans, Assistant Director of Transportation and Engineering Dan Brewer and Interim Board Clerk Autumn Lingle.

### Excused Absence

**MOTION** was made by Boardmember Sheckler, seconded by Vice Chair Scott and passed unanimously, to excuse Boardmember Thomasson.

### APPROVAL OF MINUTES

**MOTION** was made by Boardmember Pina, seconded by Vice Chair Carmen Scott and passed unanimously, to approve the minutes of March 12, 2009.

At 7:02 p.m., Chair Kaplan announced a 15-minute Executive Session to discuss litigation or potential litigation.

Meeting reconvened at 7:13 p.m.

### OLD BOARD BUSINESS

District Attorney Bosmans informed Boardmembers about the DOL contract with TBD and discussion ensued.

**MOTION** was made by Boardmember Sherman, seconded by Boardmember White, to approve the ILA with the DOL.

AMENDED MOTION was made by Boardmember Pina, seconded by Vice Chair Scott, on a monthly basis DOL shall certify the release of the proceeds to the state treasurer and the state treasurer shall distribute the proceeds to the TBD. Passed unanimously.

It will be number 13 and inserted above number 14 with the following definitions to be renumbered.

VOTE ON MAIN MOTION: Passed unanimously.

NEXT MEETING DATE to be determined.

### ADJOURNMENT

At 7:24 p.m., Chair Kaplan declared the meeting adjourned.

Respectfully submitted,

Autumn Lingle  
Interim Board Clerk

# A G E N D A   I T E M

## BUSINESS OF THE DES MOINES TRANSPORTATION BENEFIT DISTRICT BOARD

### **OLD BUSINESS ITEM No. 1**

#### **Purpose:**

The purpose of this item is to seek approval of the prioritization of authorized TBD expenditures from the City of Des Moines Street Fund for 2009.

#### **Suggested Motion:**

**Motion:** "I move to approve the prioritization of authorized TBD expenditures from the City of Des Moines Street Fund for 2009, and authorize the payment of invoices from the City for expenditures in these areas, subject to availability of funds."

#### **Background:**

The Des Moines Transportation Benefit District has been constituted in accordance with state law to provide a source of funding for the maintenance and preservation of streets and related infrastructure within the City limits of the City of Des Moines. The TBD is required to adopt a list of transportation related expenses for the purpose of preserving and maintaining the City's transportation infrastructure in order to protect the City's long-term investments in that infrastructure, to reduce the risk of transportation facility failures and improve safety, to continue optimal performance of the infrastructure over time, and to avoid more expensive infrastructure replacements in the future.

TBD expenditures for preservation and maintenance must be used in a way to address congestion. Congestion within the boundary of the TBD generally occurs on arterial streets. Approximately 26% of the City's streets are considered to be arterial streets. Therefore, with a few exceptions, 26% of the expenditures from the City's Street Fund are eligible for TBD funding.

A list of authorized expenditures was discussed and approved by the TBD Board on March 12, 2009. The list of the previously authorized expenditures is provided as Attachment 1. The total amount of potential expenditures that were eligible for TBD reimbursement at that time was up to a maximum of \$307,271. However, since that time the City has proposed additional budget cuts within the Street Fund, which in turn will reduce the maximum allowable TBD reimbursement. The exact reduction is not yet known but is estimated to be around \$12,000. The number will be finalized when the City adopts its budget amendment.

As part of the Board's motion approving the list of authorized expenditures last March, the Board asked that the City bring back a prioritized list of the authorized expenditures for Board's consideration and approval. A prioritized list by program subtitle is provided as Attachment 2.

Given that the 2009 TBD revenue is estimated at \$150,000, TBD expenditures for 2009 would be applied to the operation and maintenance of the Traffic Control Devices and Roadway subcategories only. There will not be sufficient TBD revenues to fund all of the City eligible maintenance activities.

**Recommendation:**

Approve suggested motion

# BUDGET NARRATIVE

26%

2009

FUND: CITY STREETS

DEPARTMENT: PLANNING, BUILDING AND PUBLIC WORKS

Account No.	Title	Narrative	2009 Adopted Budget	TBD Eligible Percentage	TBD Eligible Expenditure
-------------	-------	-----------	---------------------------	-------------------------------	--------------------------------

## 101.100.002.542.30.00.00 ROAD AND STREET MAINTENANCE

### ROADWAY

542.30.31	Operating Supplies	This accounts for hot mix, cold mix, tack coat, tar, gravel, and pit run.	\$ 16,000	26%	\$ 4,160
542.30.48	Repair and Maintenance Contract Services	This funds larger patches and maintenance of city streets that are too large for the city's crews to do. Many areas on city streets need repair patching because of emergencies such as flooding, slides, and sinkholes.	\$ 25,000	100%	\$ 25,000
	Bridge Repairs and Maintenance	These funds are used for general repairs and routine maintenance needs that are identified as part of the required WSDOT bridge inspection program.	\$ 10,000	100%	\$ 10,000
<b>TOTAL ROADWAY</b>			<b>\$ 51,000</b>		<b>\$ 39,160</b>

# BUDGET NARRATIVE

26%

2009

FUND: CITY STREETS  
DEPARTMENT: PLANNING, BUILDING AND PUBLIC WORKS

Account No.	Title	Narrative	2009 Adopted Budget	TBD Eligible Percentage	TBD Eligible Expenditure
-------------	-------	-----------	---------------------------	-------------------------------	--------------------------------

## 101.200.002.542.60.00.00

### TRAFFIC AND PEDESTRIAN SERVICE

This is for the cost of operation and maintenance of roadway facilities and services thereto.

#### Sidewalks

This provides for materials for general repair and maintenance of existing sidewalks and walkways, including concrete, form building materials, etc.

542.61.31	Operating Supplies		\$ 2,000	0%	\$ -
<b>Total Sidewalks</b>			<b>\$ 2,000</b>		<b>\$ -</b>

#### Street Lighting

This pays for electricity for all street lights in the city and additional lights that may be installed.

542.63.47.01	Street Lighting	Operation and maintenance costs for street lights	\$ 260,000	0%	\$ -
<b>Total Street Lighting</b>			<b>\$ 260,000</b>		<b>\$ -</b>



# BUDGET NARRATIVE

2009

26%

FUND: CITY STREETS  
DEPARTMENT: PLANNING, BUILDING AND PUBLIC WORKS

Account No.	Title	Narrative	2009 Adopted Budget	TBD Eligible Percentage	TBD Eligible Expenditure
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## 101.300.002.542.64.00.00

### Traffic Control Devices

This is for the cost of replacing street signs, painting crosswalks, guardrails, stop light maintenance, etc.

542.64.31	Office and Operating Supplies and general repair and maintenance of traffic control devices.		\$ 20,000	100%	\$ 20,000
542.64.31.18	Sign Change Out Program		\$ 12,000	100%	\$ 12,000
542.64.47.01	Electricity	This pays for electricity for traffic control devices.	\$ 14,000	100%	\$ 14,000
542.64.48.00	Repair and Maintenance	This provides for hiring contractors to install buttons, complete annual striping, etc., on portions of roadway that are too large for City crews to reasonably complete. It also includes striping and installation of thermal plastic arrows, stop bars, and crosswalks on State routes.	\$ 16,000	100%	\$ 16,000

542.64.48.03	WSDOT Contract	This item funds a contract with Washington State Department of Transportation (WSDOT) for signal maintenance.	\$ 60,000	100%	\$ 60,000
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### Total Traffic Control Devices

			\$ 122,000		\$ 122,000
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# BUDGET NARRATIVE

26%

2009

FUND: CITY STREETS

DEPARTMENT: PLANNING, BUILDING AND PUBLIC WORKS

Account No.	Title	Narrative	2009 Adopted Budget	TBD Eligible Percentage	TBD Eligible Expenditure
<b>101.400.002.542.66.00.00</b>		<b>Snow and Ice Control</b>			
		Contingency account for snow and ice removal and sanding of streets.			
542.66.31	Office and Operating Supplies	Provides for purchase of sand and salt.	\$ 2,600	100%	\$ 2,600
		<b>Total Snow and Ice Control</b>	<b>\$ 2,600</b>		<b>\$ 2,600</b>

**101.600.002.542.71.00.00**

## ROADSIDE

Cost of maintaining the portion of right-of-way beyond the outside edge of the curb when no shoulder exists, also includes temporary signs and traffic control during maintenance.

542.71.31	Operating Supplies	Provides for purchase of soil sterilizer and other miscellaneous materials to be used to reduce vegetation growth on shoulders.	\$ 1,020	26%	\$ 265
542.71.35	Small Tools and Equipment	Mower blades, saws, pruners, and other small hand tools. Purchase of string trimmers to replace old worn out units.	\$ 2,550	26%	\$ 663
542.71.48	Repair and Maintenance	Provides for pruning and removal of trees too large for city crews to remove, also includes repairs and maintenance for weed eaters, chainsaws and pruners. Additional funds have been requested to remove dead elm trees on DMMD. The trees have created a safety hazard for private property adjacent to the road.	\$ 10,000	26%	\$ 2,600

# BUDGET NARRATIVE

2009

26%

FUND: CITY STREETS  
DEPARTMENT: PLANNING, BUILDING AND PUBLIC WORKS

Account No.	Title	Narrative	2009 Adopted Budget	TBD Eligible Percentage	TBD Eligible Expenditure
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542.71.48.05	Median Maintenance	These funds are used for general maintenance of specific landscaped areas within the city. Provides for irrigation and vegetation maintenance, utility costs associated with irrigation system, fertilizers and weed control, and plant replacement. These funds also cover cost of traffic control required for work within medians. The maintenance services will be provided by City staff and DOC. Additional staff is required to support streetscape maintenance activities.	\$ 10,000	26%	\$ 2,600
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## TOTAL ROADSIDE

\$ 23,570 \$ 6,128

## LITTER CLEANUP

101.700.002.542.75.00.00					
542.75.47.07	Dumping Fees	Provides funds for dumping litter and trash at county transfer station and Cedar Hills Landfill, and for dumping asphalt debris and other construction-related debris items at recycling locations.	\$ 800	26%	\$ 208

542.75.47.08	Wood Recycling		\$ 350	26%	\$ 91
			\$ 1,150		\$ 299

## TOTAL LITTER CLEANUP

## MAINTENANCE ADMINISTRATION

101.900.002.542.90.00.00		Supervisory operations, also includes general services and supplies for maintenance.			
542.90.10	Salaries & Wages	0.40 FTE PW & Parks Maint Superintendent	\$ 32,414	26%	\$ 8,428
542.90.20	Personnel Benefits	Benefits for Maintenance Administration	\$ 11,955	26%	\$ 3,108

# BUDGET NARRATIVE

2009

26%

FUND: CITY STREETS  
DEPARTMENT: PLANNING, BUILDING AND PUBLIC WORKS

Account No.	Title	Narrative	2009 Adopted Budget	TBD Eligible Percentage	TBD Eligible Expenditure
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542.90.20.90	Employee Med Contribution	Employee's share of health insurance premium cost for spouse and/or dependent/s.	\$ (253)	26%	\$ (66)
542.90.21	Uniforms	Provides for uniforms for the Maintenance Superintendent.	\$ 250	26%	\$ 65
542.90.31	Operating Supplies	Provides for general office supplies, forms, paper, etc. It also includes general safety supplies such as barricades, warning signs, vests, hardhats, and other supplies of general maintenance administration nature that are not budgeted elsewhere.	\$ 7,000	26%	\$ 1,820
542.90.32	Fuel	Provides for fuel for all Public Works vehicles. Propane from Marina \$ 350 Unleaded Fuel \$ 10,832 \$ 8,332 Diesel Fuel \$ 4,539 \$ 3,687 Outside Fuel Sales \$ 495 <u>\$ 12,864</u>	\$ 12,864	26%	\$ 3,345
542.90.35	Small Tools	This provides for the purchase of hand tools such as power drills, saws, etc. saws, etc.	\$ 2,760	26%	\$ 718
542.90.35.90	Small Eq>\$1,000<\$5000		\$ 4,000	26%	\$ 1,040
542.90.41	Professional Services	Department of Transportation physical exams, required every two years for employees with CDL endorsement on their driver's license.	\$ 500	100%	\$ 500
542.90.41.02	Janitorial Services	Streets portion of janitorial services for Public Works/Parks Service Center (35%) and Public Works Engineering Building (20%).	\$ 3,270	26%	\$ 850

# BUDGET NARRATIVE

2009

26%

FUND: CITY STREETS

DEPARTMENT: PLANNING, BUILDING AND PUBLIC WORKS

Account No.	Title	Narrative	2009 Adopted Budget	TBD Eligible Percentage	TBD Eligible Expenditure
542.90.42	Communications	Public Works portion of telephone service. Also, includes annual fees for underground locations center printer. Telephone Lines \$ 2,210 Long Distance \$ 50 Cell Phones/Pagers \$ 450 Underground Locator Line Ser. \$ 1,740 \$ 4,450	\$ 4,450	26%	\$ 1,157
542.90.43	Travel Expenses	Travel expenses for conferences, schools, and seminars.	\$ 52	26%	\$ 14
542.90.44	Advertising	Provides for job advertisements and bid notices.	\$ 1,000	26%	\$ 260
542.90.45	Operating Leases and Rentals	This provides for equipment needed for emergencies and to replace equipment that is down for repair or that the city does not own.	\$ 3,000	26%	\$ 780
542.90.47	Utility Services	Provides for the Public Works portion of utilities for the Public Works Service Center(35%) and Public Works Bldg(20%) Electricity \$ 8,280 Water \$ 603 Sewer \$ 286 SWM \$ 4,096 Natural Gas \$ 690 \$ 13,955	\$ 13,955	26%	\$ 3,628
542.90.48	Repair & Maint	Provides for contracted maintenance work.	\$ -	26%	\$ -
542.90.49	Miscellaneous	Miscellaneous items that cannot be assigned to other categories in maintenance administration.	\$ 1,000	26%	\$ 260
542.90.49.02	Laundry	Provides for laundry of uniforms for the Maintenance Superintendent.	\$ 250	26%	\$ 65
<b>TOTAL MAINTENANCE ADMINISTRATION</b>			<b>\$ 98,467</b>		<b>\$ 25,971</b>

# BUDGET NARRATIVE

2009

26%

FUND: CITY STREETS

DEPARTMENT: PLANNING, BUILDING AND PUBLIC WORKS

Account No.	Title	Narrative	2009 Adopted Budget	TBD Eligible Percentage	TBD Eligible Expenditure
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## INTERFUND CHARGES

542.90.99.01	Computer Maint	Fund for maintenance of Maintenance Superintendent's computer.	\$ 6,630	26%	\$ 1,724
542.90.99.02	Computer	Fund for replacement of Maintenance Superintendent's computer.	\$ -	26%	\$ -
542.90.99.03	Equipment Maint	Equipment rental fund charges for vehicle maintenance.	\$ 66,690	26%	\$ 17,339
542.90.99.04	Equipment	Equipment rental fund charges for vehicle replacement.	\$ -	26%	\$ -
542.90.99.05	Insurance	Provides for liability coverage for the department.	\$ 3,633	26%	\$ 945
542.90.99.06	Facility Repair and Replacement	Provides for major improvements to City buildings. Fee is charged on an occupied square foot basis.	\$ 3,931	26%	\$ 1,022
<b>TOTAL INTERFUND CHARGES</b>			<b>\$ 80,884</b>		<b>\$ 21,030</b>

101.920.002.543.70.00.00

## ROAD AND STREET GENERAL ADMINISTRATION

Work of the Street Department of a general executive direction not associated with a specific maintenance function or project.

543.00.10	Salaries & Wages	Provides for salaries for the following positions: 1.00 Senior Maintenance Worker 3.00 Maintenance Workers <u>4.00 FTE</u>	\$ 219,483	26%	\$ 57,066
543.00.11	Overtime	Overtime includes for beeper pay @ \$1.00 per hour or at 5% of hourly rate whichever is higher.	\$ 7,450	26%	\$ 1,937
543.00.12	Salaries & Wages-Seasonal				
543.70.20	Personnel Benefits	Covers payroll related benefits for all Street Maintenance personnel.	\$ 86,407	26%	\$ 22,466
543.70.20.90	Employee Med. Contribution	Employees' share of benefits for spouse and/or dependents.	\$ (2,125)	26%	\$ (553)
543.70.21	Uniforms	Benefits including uniforms and steel toed boots. Also covers replacement of worn shirts, rain gear, rain boots, hats and city logo embroidery.	\$ 3,000	26%	\$ 780

# BUDGET NARRATIVE

2009

26%

FUND: CITY STREETS

DEPARTMENT: PLANNING, BUILDING AND PUBLIC WORKS

Account No.	Title	Narrative	2009 Adopted Budget	TBD Eligible Percentage	TBD Eligible Expenditure
543.70.43	Travel Expenses	Courses or classes for Public Works employees, using their private vehicles.	\$ 262	26%	\$ 68
543.70.48	Repairs & Maintenance	Provides contracted repairs and maintenance. Includes share of Department of Corrections (DOC) maintenance services.	\$ 13,500	26%	\$ 3,510
543.70.49.01	Dues, School, and Conferences	Provides for dues, school tuition, and conferences.	\$ 777	26%	\$ 202
543.70.49.02	Laundry	Provides for laundry of uniforms.	\$ 3,500	26%	\$ 910
543.70.99.05	Interfund Insurance		\$ 14,216	26%	\$ 3,696
		<b>TOTAL ROAD &amp; STREET GENERAL ADMIN.</b>	<b>\$ 346,470</b>		<b>\$ 90,082</b>

# BUDGET NARRATIVE

26%

FUND: CITY STREETS		2009	
DEPARTMENT: PLANNING, BUILDING AND PUBLIC WORKS			
Account No.	Title	Narrative	2009 Adopted Budget
			TBD Eligible Percentage
			TBD Eligible Expenditure

## 101.900.002.594.42.60.00

### CAPITAL OUTLAY

This accounts for capital equipment purchased for the Street Department's general use.

594.42.64	Equipment	Arrow Board Replacement	\$ -
594.42.64	Equipment	Changeable Message Sign	\$ -
	Equipment	Asset Management Sign Inventory	\$ -
101.980.002.508.80.00.00		TOTAL CAPITAL OUTLAY	\$ -

### TOTAL STREETS BUDGET REQUESTS

\$ 988,141 \$ 307,271

## 101.970.002

### RECLASSIFICATION & COST ALLOCATIONS

597.00.07.00	Transfer Out/Fund 102	\$ -
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### ESTIMATED ENDING FUND BALANCE

### TOTAL STREET FUND

\$ 988,141 \$ 307,271



FUND: CITY STREETS - 2009  
DEPARTMENT: PLANNING, BUILDING AND PUBLIC WORKS

"Mamimum"

TBD Priority No.	City Street Fund Account No.	Title	TBD Eligible Expenditure	TBD Prioritized Expenditure	Running Total
1	101.300.002.542.64.00.00	Traffic Control Devices	\$122,000.00	\$122,000.00	\$122,000.00
2	101.100.002.542.30.00.00	Roadway	\$39,160.00	\$28,000.00	\$150,000.00
3	101.400.002.542.66.00.00	Snow and Ice Control	\$2,600.00	\$0.00	
4	101.600.002.542.71.00.00	Roadside	\$6,128.20	\$0.00	
5	101.700.002.542.75.00.00	Litter Cleanup	\$299.00	\$0.00	
6	101.920.002.543.70.00.00	Road and Street General Administration	\$90,082.20	\$0.00	
7	101.900.002.542.90.00.00	Maintenance Administration and Interfund Chanrges	\$47,001.26	\$0.00	
<b>Subtotal:</b>			<b>\$307,270.66</b>		

Total Estimated TBD Revenue: \$150,000.00



# A G E N D A   I T E M

## BUSINESS OF THE DES MOINES TRANSPORTATION BENEFIT DISTRICT BOARD

### **NEW BUSINESS ITEM No. 1**

#### **Purpose:**

The purpose of this item is to seek approval of the prioritization of authorized TBD expenditures from the City of Des Moines Street Fund for 2010.

#### **Suggested Motion:**

**Motion:** “I move to approve the list of prioritized TBD expenditures for the City of Des Moines Street Fund, based on the proposed 2010 budget, and authorize the payment of invoices from the City for expenditures in these areas in 2010, subject to availability of funds.”

#### **Background:**

The Des Moines Transportation Benefit District has been constituted in accordance with state law to provide a source of funding for the maintenance and preservation of streets and related infrastructure within the City limits of the City of Des Moines. The TBD is required to adopt a list of transportation related expenses for the purpose of preserving and maintaining the City's transportation infrastructure in order to protect the City's long-term investments in that infrastructure, to reduce the risk of transportation facility failures and improve safety, to continue optimal performance of the infrastructure over time, and to avoid more expensive infrastructure replacements in the future.

TBD expenditures for preservation and maintenance must be used in a way to address congestion. Congestion within the boundary of the TBD generally occurs on arterial streets. Approximately 26% of the City's streets are considered to be arterial streets. Therefore, with a few exceptions, 26% of the expenditures from the City's Street Fund are eligible for TBD funding.

The list of the City's 2010 proposed Street Maintenance expenditures that would be eligible for TBD reimbursement is provided as Attachment 1. The total amount of potential expenditures that were eligible for TBD reimbursement, based upon the draft 2010 Street Fund is up to a maximum of \$513,667. However, the City has yet to adopt this budget proposal, and revisions are likely. The number will be finalized when the City adopts its 2010 budget.

As part of the Board's motion approving the list of authorized expenditures for 2009, the Board asked that the City bring back a prioritized list of the authorized expenditures for Board's consideration and approval. City staff has provided prioritized list for 2010 by program subtitle, which is provided as Attachment 2.

Based on the draft 2010 Street Fund Budget, the proposed 2010 expenditures that would be eligible for TBD reimbursement totals \$513,667. Given that the 2010 TBD revenue is estimated at \$474,500, there will not be sufficient TBD revenues to fund all of the City eligible maintenance activities.

At this time the City of Des Moines is seeking a commitment from the TBD for its 2010 budgeting process. Approving the suggested motion would provide the City reimbursement for actual expenditures in its street fund for up to \$513,667, subject to the availability of TBD funds.

**Recommendation:**

Approve suggested motion

# BUDGET NARRATIVE

2010

26%

FUND: CITY STREETS  
DEPARTMENT: PLANNING, BUILDING AND PUBLIC WORKS

Account No.	Title	Narrative	Departmental Request	Executive Amendment	Adopted	2010 Budget	TBD Eligible Percentage	TBD Eligible Expenditure
<b>TRANSPORTATION</b>								
<b>ROAD AND STREET MAINTENANCE</b>								
This is for ongoing maintenance of roads and streets.								
<b>ROADWAY</b>								
This roadway section itemizes road and shoulder repairs, such as grading, graveling, and pothole patching.								
542.30.31	Operating Supplies	This accounts for hot mix, cold mix, tack coat, tar, gravel, and pit run.	\$ 85,000	\$ -	\$ -	\$ -	0%	\$ -
		Local Streets				\$ 10,000	0%	\$ -
		Arterial Streets				\$ 75,000	100%	\$ 75,000
		Subtotal:				\$ 85,000		
542.30.48	Repair and Maintenance Contract Services	This funds larger patches and maintenance of city streets that are too large for the city's crews to do. Many areas on city streets need repair patching because of emergencies such as flooding, slides, and sinkholes.	\$ 25,000	\$ -	\$ -	\$ 25,000	100%	\$ 25,000
	Bridge Repairs and Maintenance	These funds are used for general repairs and routine maintenance needs that are identified as part of the required WSDOT bridge inspection program.	\$ 10,000	\$ -	\$ -	\$ 10,000	100%	\$ 10,000
<b>TOTAL ROADWAY</b>			\$ 120,000	\$ -	\$ -	\$ 120,000		\$ 110,000

# BUDGET NARRATIVE

2010

26%

FUND: CITY STREETS

DEPARTMENT: PLANNING, BUILDING AND PUBLIC WORKS

Account No.	Title	Narrative	Departmental Request	Executive Amendment	Adopted	2010 Budget	TBD Eligible Percentage	TBD Eligible Expenditure
<b>TRANSPORTATION</b>								
<b>TRAFFIC AND PEDESTRIAN SERVICE</b>								
101.200.002.542.60.00.00		This is for the cost of operation and maintenance of roadway facilities and services thereto.						
<b>Sidewalks</b>								
542.61.31	Operating Supplies	This provides for materials for general repair and maintenance of existing sidewalks and walkways, including concrete, form building materials, etc.	\$ 4,000	\$ -	\$ -	\$ 4,000	0%	\$ -
<b>Total Sidewalks</b>			\$ 4,000	\$ -	\$ -	\$ 4,000		\$ -
<b>Street Lighting</b>								
This pays for electricity for all street lights in the city and additional lights that may be installed.								
542.63.47.01	Street Lighting	Operation and maintenance costs for street lights	\$ 260,000	\$ -	\$ -	\$ 260,000	0%	\$ -
<b>Total Street Lighting</b>			\$ 260,000	\$ -	\$ -	\$ 260,000		\$ -

# BUDGET NARRATIVE

2010

26%

FUND: CITY STREETS

DEPARTMENT: PLANNING, BUILDING AND PUBLIC WORKS

Account No.	Title	Narrative	Departmental Request	Executive Amendment	Adopted	2010 Budget	TBD Eligible Percentage	TBD Eligible Expenditure
<b>TRANSPORTATION</b>								
101.300.002.542.64.00.00	<b>Traffic Control Devices</b>							
		This is for the cost of replacing street signs, painting crosswalks, guardrails, stop light maintenance, etc.						
542.64.31	Office and Operating Supplies	This provides for road paint, divider buttons, regulatory signs, and general repair and maintenance of traffic control devices.	\$ 40,000	\$ -	\$ -	\$ 40,000	100%	\$ 40,000
542.64.31.18	Sign Change Out Program		\$ 20,000	\$ -	\$ -	\$ 20,000	100%	\$ 20,000
542.64.47.01	Electricity	This pays for electricity for traffic control devices.	\$ 14,000	\$ -	\$ -	\$ 14,000	100%	\$ 14,000
542.64.48.00	Repair and Maintenance	This provides for hiring contractors to install buttons, complete annual striping, etc., on portions of roadway that are too large for City crews to reasonably complete. It also includes striping and installation of thermal plastic arrows, stop bars, and crosswalks on State routes.	\$ 30,000	\$ -	\$ -	\$ 30,000	100%	\$ 30,000
542.64.48.03	WSDOT Contract	This item funds a contract with Washington State Department of Transportation (WSDOT) for signal maintenance.	\$ 85,000	\$ -	\$ -			
		General ongoing maintenance and inspections				\$ 60,000	100%	\$ 60,000
		Traffic Signal Controller and Cabinet Replacement				\$ 25,000	100%	\$ 25,000
		Subtotal: \$85,000						
	<b>Total Traffic Control Devices</b>		\$ 189,000	\$ -	\$ -	\$ 189,000		\$ 189,000

# BUDGET NARRATIVE

2010

26%

FUND: CITY STREETS  
DEPARTMENT: PLANNING, BUILDING AND PUBLIC WORKS

Account No.	Title	Narrative	Departmental Request	Executive Amendment	Adopted	2010 Budget	TBD Eligible Percentage	TBD Eligible Expenditure
<b>TRANSPORTATION</b>								
101.400.002.542.66.00.00	<b>Snow and Ice Control</b>							
		Contingency account for snow and ice removal and sanding of streets.						
542.66.31	Office and Operating Supplies	Provides for purchase of sand, salt, and brine mixture.	\$ 10,000	\$ -	\$ -	\$ 10,000	100%	\$ 10,000
	<b>Total Snow and Ice Control</b>		\$ 10,000	\$ -	\$ -	\$ 10,000		\$ 10,000

101.600.002.542.71.00.00	<b>ROADSIDE</b>							
		Cost of maintaining the portion of right-of-way beyond the outside edge of the curb when no shoulder exists, also includes temporary signs and traffic control during maintenance.						
542.71.31	Operating Supplies	Provides for purchase of soil sterilizer and other miscellaneous materials to be used to reduce vegetation growth on shoulders.	\$ 1,020	\$ -	\$ -	\$ 1,020	26%	\$ 265
542.71.35	Small Tools and Equipment	Mower blades, saws, pruners, and other small hand tools. Purchase of string trimmers to replace old worn out units.	\$ 2,550	\$ -	\$ -	\$ 2,550	26%	\$ 663



# BUDGET NARRATIVE

2010

26%

FUND: CITY STREETS

DEPARTMENT: PLANNING, BUILDING AND PUBLIC WORKS

Account No.	Title	Narrative	Departmental Request	Executive Amendment	Adopted	2010 Budget	TBD Eligible Percentage	TBD Eligible Expenditure
<b>TRANSPORTATION</b>								
542.71.48	Repair and Maintenance	Provides for pruning and removal of trees too large for city crews to remove, also includes repairs and maintenance for weed eaters, chainsaws and pruners. Additional funds have been requested to remove dead elm trees on DMMD. The trees have created a safety hazard for private property adjacent to the road.	\$ 10,000	\$ -	\$ -	\$ 10,000	100%	\$ 10,000
542.71.48.05	Median Maintenance	These funds are used for general maintenance of specific landscaped areas within the city. Provides for irrigation and vegetation maintenance, utility costs associated with irrigation system, fertilizers and weed control, and plant replacement. These funds also cover cost of traffic control required for work within medians. The maintenance services will be provided by City staff and DOC. Additional staff is required to support streetscape maintenance activities.	\$ 10,000	\$ -	\$ -	\$ 10,000	26%	\$ 2,600
<b>TOTAL ROADSIDE</b>			\$ 23,570	\$ -	\$ -	\$ 23,570		\$ 13,528
<b>LITTER CLEANUP</b>								
101.700.002.542.75.00.00	Dumping Fees	Provides funds for dumping litter and trash at county transfer station and Cedar Hills Landfill, and for dumping asphalt debris and other construction-related debris items at recycling locations.	\$ 800	\$ -	\$ -	\$ 800	26%	\$ 208
542.75.47.07	Wood Recycling		\$ 350	\$ -	\$ -	\$ 350	26%	\$ 91
<b>TOTAL LITTER CLEANUP</b>			\$ 1,150	\$ -	\$ -	\$ 1,150		\$ 299

# BUDGET NARRATIVE

2010

26%

FUND: CITY STREETS

DEPARTMENT: PLANNING, BUILDING AND PUBLIC WORKS

Account No.	Title	Narrative	Departmental Request	Executive Amendment	Adopted	2010 Budget	TBD Eligible Percentage	TBD Eligible Expenditure
<b>TRANSPORTATION</b>								
<b>101.900.002.542.90.00.00</b>								
<b>MAINTENANCE ADMINISTRATION</b>								
Supervisory operations, also includes general services and supplies for maintenance.								
542.90.10	Salaries & Wages	0.05 FTE PBPW Director (New for 2010)	\$ 6,420	\$ -	\$ -	6,420	26%	\$ 1,669
		0.10 FTE PBPW Administrative Assistant II (New for 2010)	\$ 5,694	\$ -	\$ -	5,694	26%	\$ 1,480
		0.10 FTE PBPW Assistant Director (New for 2010)	\$ 11,092	\$ -	\$ -	11,092	26%	\$ 2,884
		0.15 FTE PBPW Associate Transportation Engineer (new for 2010)	\$ 15,385	\$ -	\$ -	15,385	26%	\$ 4,000
		0.25 FTE PW & Parks Maint Superintendent (Reduced from 0.4 in 2009)	\$ 16,671	\$ -	\$ -	16,671	26%	\$ 4,334
542.90.20	Personnel Benefits	Benefits for Maintenance Administration	\$ 19,179	\$ -	\$ -	19,179	26%	\$ 4,987
542.90.20.90	Employee Med Contribution	Employee's share of health insurance premium cost for spouse and/or dependent/s.	\$ (474)	\$ -	\$ -	(474)	26%	\$ (123)
542.90.21	Uniforms	Provides for uniforms for the Maintenance Superintendent.	\$ 250	\$ -	\$ -	250	26%	\$ 65
542.90.31	Operating Supplies	Provides for general office supplies, forms, paper, etc. It also includes general safety supplies such as barricades, warning signs, vests, hardhats, and other supplies of general maintenance administration nature that are not budgeted elsewhere.	\$ 10,000	\$ -	\$ -	10,000	26%	\$ 2,600
542.90.32	Fuel	Provides for fuel for all Public Works vehicles.	\$ 13,030	\$ -	\$ -	13,030	26%	\$ 3,388
		Propane from Marina	\$ 500					
		Unleaded Fuel	\$ 8,335					
		Diesel Fuel	\$ 3,700					
		Outside Fuel Sales	\$ 495					
		<u>\$13,030</u>						

# BUDGET NARRATIVE

2010

26%

FUND: CITY STREETS

DEPARTMENT: PLANNING, BUILDING AND PUBLIC WORKS

Account No.	Title	Narrative	Departmental Request	Executive Amendment	Adopted	2010 Budget	TBD Eligible Percentage	TBD Eligible Expenditure
<b>TRANSPORTATION</b>								
542.90.35	Small Tools	This provides for the purchase of hand tools such as power drills, saws, etc. saws, etc.	\$ 2,760	\$ -	\$ -	2,760	26%	\$ 718
542.90.35.90	Small Eqp>\$1,000-<\$5000		\$ 5,000	\$ -	\$ -	5,000	26%	\$ 1,300
542.90.41	Professional Services	Department of Transportation physical exams, required every two years for employees with CDL endorsement on their driver's license. Also covers IMSA, ITE, and other required certifications.	\$ 5,500	\$ -	\$ -	5,500	100%	\$ 5,500
542.90.41.02	Janitorial Services	Streets portion of janitorial services for Public Works/Parks Service Center (35%) and Public Works Engineering Building (20%).	\$ 3,700	\$ -	\$ -	3,700	26%	\$ 962
542.90.42	Communications	Public Works portion of telephone service. Also, includes annual fees for underground locations center printer. Telephone Lines \$ 2,210 Long Distance \$ 50 Cell Phones/Pagers \$ 450 Underground Locator Line Ser. \$ 1,740 \$ 4,450	\$ 4,450	\$ -	\$ -	4,450	26%	\$ 1,157
542.90.43	Travel Expenses	Travel expenses for conferences, schools, and seminars.	\$ 100	\$ -	\$ -	100	26%	\$ 26
542.90.44	Advertising	Provides for job advertisements and bid notices.	\$ 1,000	\$ -	\$ -	1,000	26%	\$ 260
542.90.45	Operating Leases and Rentals	This provides for equipment needed for emergencies and to replace equipment that is down for repair or that the city does not own.	\$ 3,000	\$ -	\$ -	3,000	26%	\$ 780

# BUDGET NARRATIVE

2010

26%

FUND: CITY STREETS

DEPARTMENT: PLANNING, BUILDING AND PUBLIC WORKS

Account No.	Title	Narrative	Departmental Request	Executive Amendment	Adopted	2010 Budget	TBD Eligible Percentage	TBD Eligible Expenditure
<b>TRANSPORTATION</b>								
542.90.47	Utility Services	Provides for the Public Works portion of utilities for the Public Works Service Center(35%) and Public Works Bldg(20%)	\$ 16,400	\$ -	\$ -	\$ 16,400	26%	\$ 4,264
		Electricity	\$ 9,730					
		Water	\$ 710					
		Sewer	\$ 336					
		SWM	\$ 4,814					
		Natural Gas	\$ 810					
			<u>\$16,400</u>					
542.90.48	Repair & Maint	Provides for contracted maintenance work.	\$ -	\$ -	\$ -	\$ -	26%	\$ -
542.90.49	Miscellaneous	Miscellaneous items that cannot be assigned to other categories in maintenance administration.	\$ 1,000	\$ -	\$ -	\$ 1,000	26%	\$ 260
542.90.49.02	Laundry	Provides for laundry of uniforms for the Maintenance Superintendent.	\$ 250	\$ -	\$ -	\$ 250	26%	\$ 65
		<b>TOTAL MAINTENANCE ADMINISTRATION</b>	<b>\$ 140,407</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 140,407</b>		<b>\$ 40,576</b>
<b>INTERFUND CHARGES</b>								
542.90.99.01	Computer Maint	Fund for maintenance of Maintenance Superintendent's computer.	\$ 6,405	\$ -	\$ -	\$ 6,405	26%	\$ 1,665
542.90.99.02	Computer	Fund for replacement of Maintenance Superintendent's computer.	\$ 2,229	\$ -	\$ -	\$ 2,229	26%	\$ 580
542.90.99.03	Equipment Maint	Equipment rental fund charges for vehicle maintenance.	\$ 66,690	\$ -	\$ -	\$ 66,690	26%	\$ 17,339
542.90.99.04	Equipment	Equipment rental fund charges for vehicle replacement.	\$ 100,975	\$ -	\$ -	\$ 100,975	26%	\$ 26,254
542.90.99.05	Insurance	Provides for liability coverage for the department.	\$ 4,124	\$ -	\$ -	\$ 4,124	26%	\$ 1,072
542.90.99.06	Facility Repair and Replacement	Provides for major improvements to City buildings. Fee is charged on an occupied square foot basis.	\$ 3,931	\$ -	\$ -	\$ 3,931	26%	\$ 1,022
		<b>TOTAL INTERFUND CHARGES</b>	<b>\$ 184,354</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 184,354</b>		<b>\$ 47,932</b>

# BUDGET NARRATIVE

2010

26%

FUND: CITY STREETS

DEPARTMENT: PLANNING, BUILDING AND PUBLIC WORKS

Account No.	Title	Narrative	Departmental Request	Executive Amendment	Adopted	2010 Budget	TBD Eligible Percentage	TBD Eligible Expenditure
<b>TRANSPORTATION</b>								
<b>ROAD AND STREET GENERAL ADMINISTRATION</b>								
101.920.002.543.70.00.00		Work of the Street Department of a general executive direction not associated with a specific maintenance function or project.						
543.00.10	Salaries & Wages	Provides for salaries for the following positions: 1.00 Senior Maintenance Worker 1.00 Traffic Control Specialist 2.00 Maintenance Workers <u>4.00 FTE's</u>	\$ 218,502	\$ -	\$ -	\$ 218,502	26%	\$ 56,811
543.00.10.01	Part Time Salaries	Hours Seasonal [2x3 mos + 4x4 mos] (New for 2010) (2 in April, Sept., and Oct. and 4 in May, June, July, & Aug.) 3824 hours at Range 2	\$ 42,859	\$ -	\$ -	\$ 42,859	26%	\$ 11,143
543.00.11	Overtime	Overtime includes for beeper pay @ \$1.00 per hour or at 5% of hourly rate whichever is higher.	\$ 7,500	\$ -	\$ -	\$ 7,500	26%	\$ 1,950
543.70.20	Personnel Benefits	Covers payroll related benefits for all Street Maintenance personnel.	\$ 87,694	\$ -	\$ -	\$ 87,694	26%	\$ 22,800
543.70.20.90	Employee Med. Contribution	Employees' share of benefits for spouse and/or dependents.	\$ (2,093)	\$ -	\$ -	\$ (2,093)	26%	\$ (544)
543.70.21	Uniforms	Benefits including uniforms and steel toed boots. Also covers replacement of worn shirts, rain gear, rain boots, hats and city logo embroidery.	\$ 3,000	\$ -	\$ -	\$ 3,000	26%	\$ 780
543.70.22	Personnel Benefits - Seasonal	Hours Seasonal [2x3 mos + 4x4 mos] (2 in April, Sept., and Oct. and 4 in May, June, July, & Aug.) 3,168 hours at Grade 4A	\$ 5,942	\$ -	\$ -	\$ 5,942	26%	\$ 1,545
543.70.43	Travel Expenses	Courses or classes for Public Works employees, using their private vehicles.	\$ 500	\$ -	\$ -	\$ 500	26%	\$ 130
543.70.48	Repairs & Maintenance	Provides contracted repairs and maintenance. Includes share of Department of Corrections (DOC) maintenance services.	\$ 7,500	\$ -	\$ -	\$ 7,500	26%	\$ 1,950
543.70.49.01	Dues, School, and Conferences	Provides for dues, school tuition, and conferences.	\$ 1,000	\$ -	\$ -	\$ 1,000	26%	\$ 260
543.70.49.02	Laundry	Provides for laundry of uniforms.	\$ 3,500	\$ -	\$ -	\$ 3,500	26%	\$ 910
543.70.99.05	Interfund Insurance		\$ 17,680	\$ -	\$ -	\$ 17,680	26%	\$ 4,597
	<b>TOTAL ROAD &amp; STREET GENERAL ADMIN.</b>		<b>\$ 393,584</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 393,584</b>		<b>\$ 102,332</b>

# BUDGET NARRATIVE

2010

26%

FUND: CITY STREETS

DEPARTMENT: PLANNING, BUILDING AND PUBLIC WORKS

Account No.	Title	Narrative	Departmental Request	Executive Amendment	Adopted	2010 Budget	TBD Eligible Percentage	TBD Eligible Expenditure
<b>TRANSPORTATION</b>								
<b>CAPITAL OUTLAY</b>								
101.900.002.594.42.60.00		This accounts for capital equipment purchased for the Street Department's general use.						
594.42.64	Equipment	Boom Mower Replacement	\$ 37,000	\$ -	\$ -	\$ 37,000		
		Total Cost of replacement is \$98,000. \$53,000 will come from replacement reserves, and \$8,000 from salvage value).				\$ -		
						\$ -		
101.980.002.508.80.00.00		<b>TOTAL CAPITAL OUTLAY</b>	\$ 37,000	\$ -	\$ -	\$ 37,000		
		<b>TOTAL STREETS BUDGET REQUESTS</b>	\$ 1,363,065	\$ -	\$ -	\$ 1,363,065		\$ 513,667
101.970.002		<b>RECLASSIFICATION &amp; COST ALLOCATIONS</b>						
597.00.07.00	Transfer Out/Fund 102	EXEC AMEND: In 2009, defer transfer.	\$ -	\$ -	\$ -	\$ -		
		<b>ESTIMATED ENDING FUND BALANCE</b>	\$ -	\$ -	\$ -	\$ -		
		<b>TOTAL STREET FUND</b>	\$ 1,363,065	\$ -	\$ -	\$ 1,363,065		\$ 513,667

FUND: CITY STREETS - 2010  
DEPARTMENT: PLANNING, BUILDING AND PUBLIC WORKS

"Mamimum"

TBD Priority No.	City Street Fund Account No.	Title	TBD Eligible Expenditure	TBD Prioritized Expenditure	Running Total
1	101.100.002.542.30.00.00	Road and Street Maintenance	\$110,000.00	\$110,000.00	\$110,000.00
2	101.300.002.542.64.00.00	Traffic Control Devices	\$189,000.00	\$189,000.00	\$299,000.00
3	101.400.002.542.66.00.00	Snow and Ice Control	\$10,000.00	\$10,000.00	\$309,000.00
4	101.600.002.542.71.00.00	Roadside	\$13,528.20	\$13,528.20	\$322,528.20
5	101.700.002.542.75.00.00	Litter Cleanup	\$299.00	\$299.00	\$322,827.20
6	101.900.002.542.90.00.00	Maintenance Administration	\$88,507.86	\$88,507.86	\$411,335.06
7	101.920.002.543.70.00.00	Road and Street General Administration	\$102,331.84	\$102,331.84	\$513,666.90
<b>Subtotal:</b>			<b>\$513,666.90</b>		

Total Estimated TBD Revenue: \$474,500.00





# A G E N D A   I T E M

## BUSINESS OF THE DES MOINES TRANSPORTATION BENEFIT DISTRICT BOARD

### **NEW BUSINESS ITEM No. 2**

#### **Purpose:**

The purpose of this item is to brief the Transportation Benefit District on public feedback received thus far from the renewal notices and the September City Currents article. An update on the status of collections will also be provided.

#### **Background:**

Beginning September 1<sup>st</sup>, 2009 the Department of Licensing (DOL) started included the \$20 renewal fee for the Des Moines TBD. The City also printed an article in the September issue of the City Currents highlighting the \$20 fee. On both the DOL renewal notice and the City Currents article (see Attachment 1), a phone number was listed for further information as well as the web site address for the Des Moines TBD.

#### **Recommendation:**

none

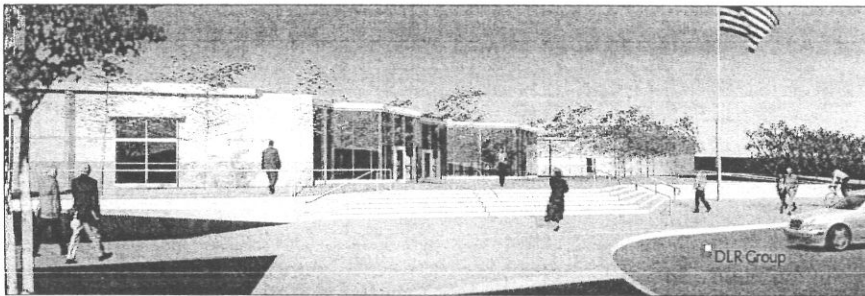




## SCORE Breaks Ground

In 2000, King County notified all cities that they would no longer provide misdemeanor jail beds by 2012. A few years after this notification, SCORE, an acronym for the South Correctional Entity, was formed by the cities of Auburn, Burien, Des Moines, Federal Way, Renton, SeaTac and Tukwila. SCORE is a Public Development Authority, an autonomous public agency, whose objective is to address additional jail space needs which includes ownership, construction, and operation of a misdemeanor jail to serve the collective needs of the owner cities.

In August, SCORE began site development on the 830 misdemeanor jail facility on vacant property located in the general vicinity of S. 208th Street and 15th Avenue S. This groundbreaking followed months of environmental and land use reviews which commenced in April of 2009 with the submittal of the required land use and environmental permits. In June of 2009, as part of the SEPA review, the City of Des Moines and SCORE entered into an Environmental Mitigation Agreement to address environmental impacts associated with the project. Following a public hearing, SCORE's unclassified use permit for the construction and operation of the proposed facility was approved by the Des Moines City Council on July 9, 2009. Currently the City is reviewing the building permit applications, which are expected to be approved by this November. Construction of the facility is expected to last until the middle of 2011.



Artist's rendition of the new jail facility to be built in north Des Moines.

## Transportation Benefit District Created

In November 2008, the Des Moines City Council established the "Des Moines Transportation Benefit District" (TBD). City Council members concurrently serve as Board members of this newly formed district. The TBD initially met on December 22, 2008, in order to establish a fee, which will be collected with the annual vehicle license renewal fee, otherwise known as "car tab fee". Beginning with September renewals, the Department of Licensing will add a \$20 fee per registered vehicle within the Des Moines city limits. State law (RCW 46.16.0621) outlines the applicable vehicles subject to the fee.

This revenue will initially go towards maintenance activities on existing City arterials, which include but are not limited to: roadway striping, traffic signal maintenance, pothole repair, bridge repairs, snow and ice control, and vegetation removal for safety. For more information, please check the City's website at [www.desmoineswa.gov/tbd](http://www.desmoineswa.gov/tbd) or leave a message at 206-870-7586.

## City Budget Status

As reported in the last edition of *City Currents*, the economic slowdown we are experiencing is affecting City revenues and thus necessitating expenditure reductions. The City reduced expenses by cutting over ten positions, negotiating several "give backs" from employees, closing City Hall and all non-essential operations on five days, and keeping a lid on all expenditures so the only money spent is for materials, supplies, and services that we really need. Most revenue is coming in as we anticipated when we reduced our projections last spring. The one exception is base building permit revenue. Permitting activity has continued to decline. Thus, another inspector position was cut from the Building Department as of August 1st.

Late this spring the State Department of Corrections (DOC) informed us that they were canceling their contract with us. The contract provided inmates to do street, park, and other facility maintenance under DOC supervision, including litter collection, street/park landscape maintenance, building clean-up, etc. The number of maintenance hours we received from DOC under this contract was the equivalent of three full-time employees. When combined with staff cuts the City made in the street and parks maintenance area over the last year, this represents a 55% reduction in these types of services since July of 2008. The City will continue to perform safety-related roads, parks, and building maintenance and will work towards keeping our facilities in a minimally acceptable manner.

The City continues to keep a close eye on revenues and will adjust the budget in the event we see another downturn.

We appreciate our residents' patience and understanding and ask that you contact City Hall at 206-878-4595 if you have any questions.

